

SERFF Tracking Number: BLAH-125691369 State: Arkansas
Filing Company: Berkley Life and Health Insurance Company State Tracking Number: 39270
f.k.a. Investors Guaranty Life Insurance
Company
Company Tracking Number: AH51051
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Blanket Accident - Expense Incurred
Project Name/Number: Blanket Accident - Expense Incurred/AH51051

Filing at a Glance

Company: Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company
Product Name: Blanket Accident - Expense Incurred SERFF Tr Num: BLAH-125691369 State: ArkansasLH
TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed State Tr Num: 39270
Sub-TOI: H04.000 Health - Blanket Accident/Sickness Co Tr Num: AH51051 State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Authors: Barbara Glowatsky, Susan Bradbury, Denise Beck, Diana
Mandile
Date Submitted: 06/11/2008 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Blanket Accident - Expense Incurred Status of Filing in Domicile: Pending
Project Number: AH51051 Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Association, Blanket, Trust
Filing Status Changed: 06/23/2008
State Status Changed: 06/23/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
This is a new submission. These Blanket Accident-Only insurance policy forms are new and do not replace any of the Company's forms on file with the Department. Marketing will be through licensed agents and brokers.

SERFF Tracking Number: *BLAH-125691369* *State:* *Arkansas*
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The purpose of these forms is to provide Accidental Death & Dismemberment and Expense-Incurred Accident Medical Benefits for a Covered Accident that can be included in Blanket Accident policies issued to various types of groups to whom we offer blanket accident insurance, either directly or through association groups. Groups to which we may issue this policy will include educational institutions and other organizations sponsoring group activities, such as churches, volunteer organizations or sports organizations, athletic leagues or teams, employer-employee groups, labor unions or labor management trusted groups, associations groups for which blanket accident insurance is appropriate.

Blanket policies including these forms may be issued directly to such groups located in your state, to such groups located in another state but insuring residents of your state, or to an out-of-state Policyholder to which a group is located in your state or a group including residents of your state may subscribe. We will not offer these policy forms to trusts generally, but occasionally we are requested and therefore would like the availability to provide benefits to a group otherwise eligible for blanket insurance that has established a trust for their exclusive use as a Policyholder.

The forms themselves note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material indicated by hard brackets ([]) that enclose an entire page or paragraphs, phrases or words indicate that text may be included, excluded or modified as requested by the Policyholder. Variable material will never be more restrictive than permitted by law. Additionally, variations may result from negotiations between us and the Policyholder.

Certain terms, such as Covered Person, in these forms may be varied if requested by a Policyholder. For example, an employer may request that his employees be referred to as associates, and an association may request use of a term such as insured member. We may also, if needed to describe accurately the terms and hazards of a policy, adjust text of specific definitions included in the policy.

Certain specific information on variability appears within the text of the forms as prepared for this submission. Generally, information on variability that will not be part of an issued policy form will appear in italics, within parentheses or may be noted as identifying information that is optional.

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Company and Contact

Filing Contact Information

Denise Beck, Manager, Account Services dbeck@berkleyah.com
2445 Kuser Road (609) 584-4577 [Phone]
Hamilton, NJ 08690 (609) 588-5770[FAX]

Filing Company Information

Berkley Life and Health Insurance Company CoCode: 64890 State of Domicile: Iowa
f.k.a. Investors Guaranty Life Insurance
Company
11201 Douglas Avenue Group Code: 98 Company Type: Accident and
Health
Urbandale, IA 50322 Group Name: Berkley Companies State ID Number:
(609) 584-6990 ext. [Phone] FEIN Number: 91-6034263

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

SERFF Tracking Number: BLAH-125691369 State: Arkansas

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/23/2008	06/23/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Certificate	Form	Denise Beck	06/11/2008	06/11/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fees	Note To Filer	Rosalind Minor	06/12/2008	06/12/2008

<i>SERFF Tracking Number:</i>	<i>BLAH-125691369</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 06/23/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Withdrawn	No
Form	State Rider	Approved-Closed	Yes
Form	Camp/Conference	Approved-Closed	Yes
Form	Admin	Approved-Closed	Yes

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Note To Filer

Created By:

Rosalind Minor on 06/12/2008 09:09 AM

Subject:

Filing Fees

Comments:

Our Bulletin 7-2005 states that effective October 1, 2005, the Department will commence charging fees for all SERFF filings.

Please refer to our Rule and Regulation 57 for the Arkansas filing fees. If the retaliatory fee is greater than the Arkansas fee, then submit the greater fee. Please review procedures under Bulletin 7-2005. The Arkansas filing fee for this submission is \$50.00.

It is requested that you include our State Tracking number on the check.

A response should be sent, via SERFF, to the reviewer when the check is issued with information as to the date of the check issued along with the check number.

We will hold your filing in pending status until the fee is received

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Amendment Letter

Amendment Date:
 Submitted Date: 06/11/2008

Comments:

I noticed that I had the wrong form number on the Certificate that I submitted. The correct form number is AH51052.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AH51052	Policy/Contr	Certificate	Initial					AH51052_Cert.pdf
	act/Fraternal	Certificate:						
	Amendment,	Insert						
	Page,	Endorsemen						
	t or Rider							

SERFF Tracking Number: BLAH-125691369 State: Arkansas

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Form Schedule

Lead Form Number: AH51051

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AH51051	Policy/Cont Policy ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45	AH51051_Pol icy.pdf
Approved-Closed	AH51052	Policy/Cont Certificate ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AH51052_Cer t.pdf
Approved-Closed	AH51057	Policy/Cont State Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AH51057- AR_Rider.pdf
Approved-Closed	AH51054	Policy/Cont Camp/Conference ract/Fratern al	Initial			AH51054_Ca mp_Rider.pdf

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	Certificate:		
	Amendmen		
	t, Insert		
	Page,		
	Endorseme		
	nt or Rider		
Approved- AH51055	Policy/Cont Admin	Initial	AH51055_Ad
Closed	ract/Fratern		min_Rider.pdf
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	Amendmen		
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	Page,		
	Endorseme		
	nt or Rider		

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

Blanket Accident Policy

Policyholder: [ABC Company]

Policy Number: [12345]

[Certificate Holder XYZ School]

Effective Date: [December 1, 2007]

State of Issue: [Washington]

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company, as of the Effective Date above:



President



Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.
THIS IS A LIMITED POLICY.
PLEASE READ THE POLICY CAREFULLY.**

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SCHEDULE OF BENEFITS

[POLICYHOLDER: [ABC Company]

POLICY EFFECTIVE DATE: [12/01/07]

POLICY NUMBER: [xxxxxxx]

[CERTIFICATE HOLDER: XYZ School]

PREMIUM DUE DATE: [Monthly/Quarterly/Annual in advance on the [1st] of each month]

[POLICY PERIOD: [December 1, 2007 through November 31, 2008]]

[Class definitions are variable and defined by the Policyholder based on elements relating to the relationship between the organization and its members, the employer and its employees etc.]

CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. [Also, a person may not be covered as a Dependent and a Covered Person at the same time.]

Class 1 [All active members of the Policyholder.]

PREMIUMS

[Determined on the basis of the plan design selected by the Policyholder] [\$123/mo.]

[The Aggregate Limit is optional and applies on the case level]

[AGGREGATE LIMIT OF LIABILITY:

Benefit Maximum	[Variable, e.g. any amount from \$25,000.00 to \$10,000,000.00]
Applies During	[Variable, e.g. Policy Year, Occurrence, # of years, per Covered Accident.]
Applies To	[Variable e.g. All benefits, Accidental Death & Dismemberment Benefits only, indemnity benefits only]]

[If there is more than one Class eligible under the Policy, a Schedule of Benefits may be presented for each Class if benefit applicability, amounts and duration differ by Class or it may be presented together as shown below.]

[ELIGIBILITY WAITING PERIOD: [None to 90 days]]

HAZARDS INSURED AGAINST:

<u>Class</u>	<u>Hazard #</u>	<u>Description of Hazard</u>
[Class 1 -	123	Supervised and Sponsored Activities]

[Covered Activity(ies): Covered Sports

[Class 1 – Basketball]]

[ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFITS

Class 1 Principal Sum: [Variable, e.g. any amount from \$10,000 to \$1,000,000.00]

Class 2 Principal Sum: [Variable, e.g. any amount from \$5,000 to \$500,000.00]

Class 3 Principal Sum: [Variable, e.g. any amount from \$2,500 to \$50,000.00]

Time Period for Loss: [Variable, e.g. any period from 90 to 365 days]

Age-based Reductions: [Variable, e.g. 50%-20% at age 50-80 and over]]

[ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT

Total Benefit Maximum for all Accident Medical [Variable, e.g. any amount from \$2,500.00 to \$1,000,000.00]

[Combined Maximum Limit [Variable e.g. \$25,000.00 to \$1,000,000.00]

[Loss Period (first Covered Expenses must be incurred within):
[Variable e.g. any time frame from 15 days to 90 days after the Covered Accident.]]

Benefit Period: [Variable e.g. any period from 6 months to 3 years from the date of the Covered Accident.]

Deductible: [Variable e.g. any amount from \$25.00 to \$100,000.00]

Deductible must be incurred within: [Variable e.g. any timeframe from 30 days to 3 years from the Covered Accident.]

Co-payment for all outpatient services: [Variable e.g. any amount from \$20.00 to \$100.00 per visit.]

[Coinsurance Factor for all Covered Expenses [Variable e.g. any percentage from 80% to 100%]]

Terms of Payment [Primary : Primary Excess over Initial Amount of [\$100] : Full Excess]

[Accident Medical Expense benefits may be available on an allocated or unallocated basis as shown, that is to say there may be specific limits or coinsurance rates on certain Covered Expenses (allocated) or all Covered Expenses may be subject to the same maximum limit and coinsurance factor (unallocated).]

[Any Deductibles, Coinsurance, Co-payments, Benefit Periods, and Benefit Maximums apply on a per Covered Person, per Covered Accident basis.]

[ADDITIONAL ACCIDENT BENEFITS *each benefit is optional and variable*]

[Any benefits payable under {these Additional Accident Benefits} shown below {are paid in addition to} any {Accidental Death and Dismemberment} benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

[The total of {all benefits payable under this Policy, including all Additional Benefits} paid for all Injuries caused by the same Covered Accident shall not exceed the Principal Sum indicated in the *Schedule of Benefits* unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

[Accidental Burn and Disfigurement Benefit

75-100% Body Disfigurement	[Variable e.g. 25% to 100% of the Principal Sum]
50-74% Body Disfigurement	[Variable e.g. 25% to 100% of the Principal Sum]
25-49% Body Disfigurement	[Variable e.g. 25% to 100% of the Principal Sum]
Burn Classification	[Variable e.g. first, second, third] degree]]

[Adjustment Benefit

Deductible	[Variable e.g., any amount from \$0 to \$500]
Loss Period	[Variable e.g., any number of days from 60 to 180]
Benefit Period	[Variable e.g., any number of weeks from 26 to 52]
Maximum Benefit	[Variable e.g. any amount from \$1,500 to \$25,000]]

[Ambulance Benefit

[Variable e.g. any amount, \$100.00 to \$750.00 per calendar year.]]

[Bereavement and Trauma Counseling Benefit

Benefit Amount	[Variable e.g. any amount, \$25.00 to \$500.00 per session]
Maximum Number of Sessions	[Variable e.g. any number of sessions, : 2 to 25 sessions.
Maximum Benefit Per Covered Accident	[Variable, e.g. any amount, \$50.00 to \$2,000.00]]

[Bonus Benefit

[Association Member Benefit	[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Brain Damage Benefit	[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Diagnostic X-Ray and Laboratory Benefit	[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Weekly Income Total Disability Benefit	[Variable, e.g. any amount, \$500.00 to \$10,000.00.]

[Coma Benefit

[Variable e.g. any amount, \$500.00 to \$2,000.00.]]

[Crisis Benefit

[Variable e.g. any percentage, 2% to 20% multiplied by the portion of the Principal Sum applicable to the Covered Loss.]]

[Disability Benefit

[Weekly/Monthly Benefit Amount

[Variable e.g. any amount, \$25.00 to \$1000.00 [minus Other Income Benefits.]]

Benefit Waiting Period

[Variable e.g. any period 1 day to 7 days.]

Disability must occur

[Within 180 days from the date of a Covered Accident and continue for at least 180 consecutive days.]

Maximum Benefit Period per

Covered Accident

[Variable e.g. any period , 26 to 104 weeks.]]

[Permanent Total Disability Benefit

Benefit Waiting Period [Variable e.g. any period, 6 months to 12 months.]]

[Option 1 – single lump sum

Lump Sum Benefit

[Variable e.g. any percentage, 25% to 100% of the Principal Sum.]]

[Option 2 – monthly benefits

Total of Monthly Benefits

[Variable e.g. any percentage, 25% to 100% of the Principal Sum.]

Monthly Benefit Payment

[Variable e.g. any percentage, 1% to 10% of the Principal Sum.]]

[Option 3 – single lump sum and
monthly benefits

Initial Lump Sum Payment

[Variable e.g. any percentage, 20% to 50% of the Principal Sum.]

Additional Monthly Benefit Payment

[Variable e.g. any percentage, 1% to 10% of the Principal Sum.]]

[Option 4 – monthly benefits with limited
Benefit period when disability begins after
Age [62]

Total of Monthly Benefits

[Variable e.g. any percentage, 10% to 50% of the Principal Sum.]

Monthly Benefit Payment

[Variable e.g. any percentage, 0.5% to 2.0% of the Principal Sum.]

Benefit Period

Age When Permanent Total Disability Begins

Benefit Period (Months)

Less than [62

Lifetime

62

42

63

36

64

30

65

24

66

21

67

18

68

15

[Emergency Medical Evacuation Benefit

Maximum Benefit Per Covered Accident

[Variable, e.g. Any amount, \$1,000.00 to \$1,000,000.00.]]

[Emergency Room Benefit

[Variable, e.g. any amount, \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[Felonious Assault and Violent Crime Benefit

Accidental Death and Dismemberment Benefit

[Variable, e.g. any percentage, 2% to 20% multiplied by the portion of the Principal Sum applicable to the [Covered Loss/Injury] .]

Hospital Stay Benefit

[Variable, e.g. any amount, \$75.00 to \$500.00 per day.]

Maximum Benefit Period

[Variable, e.g. any period, 15 days to 730 days per Hospital Stay per Covered Accident.]]

[Heart or Circulatory Malfunction Benefit

[Variable, e.g. any percentage, 5% to 100% of Principal Sum]]

[Home Alteration and Vehicle Modification Benefit

[Variable, e.g. any percentage, 10% to 50% of the Principal Sum subject to a maximum of [\$2,000.00 to \$25,000.00]]

[Hospital Stay Benefit

[Variable, e.g. any amount \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[In-Hospital Indemnity Benefit

[Variable, e.g. retroactive to the first day of confinement equal to the lesser of [\$1,000] or [1%] of the Principal Sum.]]

[Loss of Use Benefit]

<u>Loss of:</u>	<u>Benefits (Percentage of Principal Sum):</u>
Use of Both Arms and Both Legs	100%
Use of Both Arms or Both Legs	50%
Use of One Arm and One Leg	50%
Use of Both Hands or Both Feet	50%
Use of One Hand and One Foot	50%
Use of One Arm or One Leg	25%
Use of One Hand or One Foot	25%]]

[Outpatient Surgery Benefit

[Variable, e.g. any amount \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[Permanent and Total Disability Benefit

[Variable, e.g. any amount up to the Covered Person's Principal Sum less any Accidental Death

and Dismemberment Benefits or other benefits payable under this Policy for any other losses incurred as a result of the same Accident.]]

Benefit payments will end on the first of the following dates:

- 1) the date the Covered Person is no longer [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled]or [Partially Disabled]; or
- 2) the date the Covered Person dies; or
- 3) the date the Maximum Benefit Period for this benefit ends; or
- 4) the date the Covered Person fails to submit satisfactory proof of continuing [Permanent Total Disability], [Total Disability], [Presumptive Disability]or [Partial Disability].
- 5) [the date the total amount of {all benefits payable under this Policy, including Permanent and Total Disability Benefits} paid for all Injuries caused by the same Covered Accident equals 100% of the Principal Sum in the Schedule of Benefits.]]

[Physical Therapy Benefit

Benefit Amount	[Variable, e.g., Any amount,: \$25 to \$100 per visit]
Maximum Number of Visits per Covered Accident	[Variable' e.g., Any number of visits , 5 to 20]]

[Repatriation Benefit

Maximum Benefit	[Variable, e.g., Any amount, \$2,500 to \$500,000]]
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[Special Adaptation Expense Benefit

Maximum Benefit	[Variable e.g. any amount from \$5,000 to \$50,000]]
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DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of this Policy the capitalized terms used herein are defined as follows:

Each Definition listed below will be in-or-out depending on the plan selected by the Policyholder.

[**ACCIDENT** means a sudden, unexpected event that results in Injury to the Covered Person.]

[**ACTIVELY AT WORK** means the Covered Person is present at his/her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which He or She is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided He or She is not absent due to any type of leave and was Actively at Work on his/her last regularly scheduled work day. A Covered Person who usually performs the regular duties of his/her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

[**ANNUAL COMPENSATION** means the Covered Person's rate of pay as reported by the Policyholder for work performed for the Policyholder. It does not include commissions, overtime, bonus and additional compensation or pay for more than a Covered Person's regularly scheduled work week.]

[**ANNUAL OPEN ENROLLMENT PERIOD** means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this coverage.]

[**BENEFIT PERIOD** means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid[; or if earlier, at the end of any period of [12 months] during which less than [\$500] of Covered Expenses are incurred by the Covered Person]

[**CERTIFICATE HOLDER** means a person to whom an insurance certificate has been issued evidencing coverage under this Policy.]

[**CHILD** means the Covered Person's natural Child, adopted Child (or Child placed in the Covered Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Covered Person has legal guardianship (proof will be required). A Child must reside with the Covered Person in a parent-Child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the Child with another parent, the requirement that the Child reside with the Covered Person will be waived.]

[**COMBINED MAXIMUM LIMIT** means the maximum amount for which We are liable for a Covered Person due to any one Accident.]

[**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

[**COVERED EXPENSES** means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by this Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident until the date treatment, services or supplies are received for them to be a

Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.]

COVERED LOSS or COVERED LOSSES means an accidental death, dismemberment or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

COVERED PERSON means an eligible person who is within the covered class(es) listed in the Policy, [who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States], and for whom the required premium is paid when due.

[DEDUCTIBLE means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each [Injury] [Accident] [Policy Year], before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under this Policy. Only one Deductible will apply to the Covered Person and his or her Dependents if Injured in the same Covered Accident. [A Vanishing Deductible means that Medical Expenses payable under any other health care plan will be used to satisfy or reduce the Deductible shown on the Schedule of Benefits.]]

[DEPENDENT means a Covered Person's:

- 1) lawful spouse, if not legally separated or divorced, [or Domestic Partner].
- 2) unmarried Children under age 19.
- 3) unmarried Children at least 19 years of age but less than age 23 who are:
 - (a) not regularly employed on a full-time basis; and
 - (b) primarily Dependent upon the Covered Person for support and maintenance; and
 - (c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

The age limitations will not apply to a Covered Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.]

[DOMESTIC PARTNER means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

[EXTENDED CARE FACILITY means an institution operating pursuant to applicable laws, that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and registered nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.]

[HOME HEALTH CARE means nursing care, treatment and Daily Living Services provided in the Covered Person's home as part of an overall extended treatment plan. To qualify for Home Health Care Benefits:

- 1) the Home Health Care plan must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
- 2) nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency and nursing service; and
- 3) Daily Living Services must be provided by the attending Physician or by the provider of the nursing care service.

“Daily Living Services” are cooking, feeding, bathing, dressing and personal hygiene services that are necessary to a person’s care and health.]

[HOSPITAL means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
 - a) on its premises; or
 - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.]

[HOSPITAL STAY means a confinement of [24] or more consecutive hours as a registered resident bed-patient in a Hospital.]

[IMMEDIATE FAMILY means the Covered Person’s parent, grandparent, spouse, Child(ren) (includes legally adopted or step Child(ren), brother, sister, [step-Child(ren), grandchild(ren), or in-laws].)

INJURY means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

[MEDICAL EMERGENCY means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.]

[MEDICALLY NECESSARY means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Physician or furnished by a Hospital;
- 3) performed in the least costly setting required by the condition;
- 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

[OCCURENCE means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one occurrence without regard to the period of time or the area over which such losses occur.]

[OTHER INCOME BENEFITS means any amounts that the Covered Person [or Covered Dependents] receive (or are assumed to receive) under:

1. any amounts received or assumed to be received by [the Covered Person] under:
 - a) the Canada and Quebec Pension Plans;
 - b) the Railroad Retirement Act;
 - c) any local, state, provincial or federal government disability or retirement plan or law payable for Injury provided as a result of any employment the Covered Person may have;
 - d) any sick leave or salary continuation plan;
 - e) any work loss provision in mandatory No-Fault auto insurance;
 - f) any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security disability or retirement benefits the Covered Person or any third party receives or is assumed to receive on his/her behalf;
3. any Retirement Plan benefits funded by the Covered Person's employer. Retirement Plan means any defined benefit or defined contribution plan sponsored or funded by the Covered Person's employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock or stock bonus plan, individual retirement account or 401K plan;
4. any proceeds payable under any group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, We will pay for its pro rata share of the total payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.]

[PARTIAL DISABILITY or PARTIALLY DISABLED means the Covered Person is able to work after a period for which Total Disability benefits are payable under this Policy, but is not able to perform all the material duties of his or her occupation previous to the Covered Accident; and earn more than [\$500-\$1000] or more in gross earnings per month. Partial Disability must be the result of the same Covered Accident for which Total Disability benefits were paid.]

[PERMANENT AND TOTAL DISABILITY or PERMANENTLY AND TOTALLY DISABLED means the Covered Person is Totally Disabled and is expected to remain so disabled, as certified by a Physician, for the rest of his or her life. Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.]

[PHYSICIAN means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.]

[PRESUMPTIVE DISABILITY] means that the Covered Person is considered Totally Disabled if He or She suffers the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within 180 days of the Covered Accident.]

[TOTAL DISABILITY or TOTALLY DISABLED] means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.] If not employed, it means the Covered Person is unable to perform the normal and customary activities of a healthy person of like age and sex due to a Covered Accident.]

[USUAL AND CUSTOMARY CHARGES] means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.]

WE, OUR, US means [Berkley Life and Health Insurance Company](#) underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

ELIGIBILITY FOR INSURANCE

If the Covered Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, He or She is eligible to be covered on the Policy Effective Date [or on the date He or She completes the Eligibility Waiting Period, if applicable and if later]. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

[A Covered Person's Dependent(s), as applicable, are eligible on the latest of the date:

- 1) the Covered Person is eligible, if the Covered Person has Dependents on that date; or
- 2) the date the person becomes a Dependent; or
- 3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent.

[If the Covered Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under this Policy. In no event will a Dependent be eligible if the Covered Person is not eligible.]

EFFECTIVE DATE OF INSURANCE

Policy Effective Date. This Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

Covered Person's Effective Date

Text for Non-Contributory Plan

[A Covered Person's coverage under this Policy begins on the later of:

- 1) the Policy Effective Date; or
- 2) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits.]

Text for Voluntary or Contributory Plan

If the Covered Person is required to contribute to the cost of this insurance, the insurance is effective on the latest of the following dates:

- 1) the Policy Effective Date;
- 2) the date the Covered Person is first eligible;
- 3) the date We receive the completed enrollment form;
- 4) the date the required premium is paid; or
- 5) the date payroll/account deduction is authorized for this insurance.]

Text will be included if coverage is voluntary, enrollment is limited to a fixed time period, and changes are allowed on the basis of a Life Status Change or during Annual Open Enrollment Periods.

[Insurance for the Covered Person [or Eligible Dependents who enroll during the Annual Open Enrollment Period/within 31 days after He or She becomes eligible/or within 31 days after a Life Status Change] becomes effective on the latest of the following dates:

- 1) the Policy Effective Date;
- 2) the date the Covered Person [or his/her Dependent) is first eligible;
- 3) the first date of the Plan Year;
- 4) the date We receive the completed enrollment form;
- 5) the date the required premium is paid; or
- 6) the date payroll/account deduction is authorized for this insurance.]

[Newborn Children Coverage: We will pay benefits for a newborn Child of a Covered Person from the moment of birth. The Covered Person must give Us notice within [31,60] days of the birth of the Child. If notice is not given within [31,60] days, coverage for the newborn Child will terminate

Newborn Adopted Children Coverage: In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by the Covered Person prior to the birth of the Child, whether or not such agreement is enforceable.

Adopted Children Coverage: Coverage for an adopted Child, other than a newborn, will begin from the date of placement in the Covered Person's home. A notice of placement for adoption must be submitted to Us. If notice is not given within [31,60] days, coverage for the adopted Child will terminate.

Court Ordered Custody: A Child placed in court-ordered custody, including a foster Child will be covered on the same basis as an adopted Child.]

[Deferred Effective Date

If the Covered Person [or Dependent if applicable], is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date He or She returns to an Actively at Work status. A Dependent's insurance will not be in effect prior to the date a Covered Person is insured.]

TERMINATION DATE OF INSURANCE

Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

This Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

Covered Person's Termination Date

A Covered Person's coverage under this Policy ends on the earliest of:

- 1) The date this Policy terminates;
- 2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
- 3) [The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;]
- 4) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 5) The last day of the period for which premiums have been paid[; or
- 6) [The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below].

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[Dependent's Termination Date

A Dependent's coverage under the Policy ends on the earliest of:

- 1) The date the Policy terminates; or
- 2) The date the Covered Person's coverage ends; or
- 3) The date the Dependent is no longer a Dependent; or
- 4) The last day of the period for which premiums have been paid.]

[Continuation of Insurance

[Continuation of Insurance provisions are optional at the case or class level.]

[Insurance for a Dependent may be continued if insurance would otherwise end because of the death of a Covered Person. In this event, to continue insurance a Dependent must:

- 1) submit a written (or authorized electronic/telephonic) request for continued insurance within [31 days] of the Covered Person's death;
- 2) meet all other eligibility requirements[; and]
- 3) [pay the required premium.]

This insurance will end on the first of the following dates to occur:

- 1) the Dependent is no longer eligible, except for the death of the Covered Person[; or]
- 2) [the required premium is not paid][; or]
- 3) [the end of the Maximum Benefit Period shown in the Schedule of Benefits.]

[If the Covered Person's active service ends due to [a layoff, an Employer approved leave of absence or an Employer approved family medical leave] coverage for a Covered Person [and his or her covered Dependents] will continue, if the required premium is paid, until the earliest of the following dates:

- 1) the end of the Maximum Benefit Period shown in the Schedule of Benefits;
- 2) the date the Covered Person fails to return to work as required by his or her Employer; or
- 3) the date the Covered Person [and any Dependents] are no longer eligible.]

[If the Covered Person's active service ends because He or She is on active duty in the armed forces, insurance will continue for a Covered Person [and his or her Dependents], if the required premium is paid, until the earlier of the following dates:

- 1) the end of the Maximum Benefit Period shown in the Schedule of Benefits;
- 2) the date the Covered Person fails to return to work as set forth in the Uniform Services Employment and
- 3) Reemployment Rights Act of 1992, and as may be later amended.]

[Any change in benefits that occurs during a period of continuation will apply on the date the Covered Person returns to active service.]

[If the Covered Person's [employment : membership] with the Policyholder ends prior to age [60], He or She may continue insurance. To continue insurance, the Covered Person must [submit a request for insurance and] pay the required premium. If a Covered Person does not continue insurance within [31] days after [employment : membership ends], He or She may not elect to continue coverage at a later date.]

[If a Covered Person continues coverage, He or She may also continue coverage for a Dependent if they are covered under the Policy on the date coverage would otherwise end. If a Covered Person later acquires a Dependent, He or She may elect coverage for them by [submitting a request for insurance and] paying the required premium.]

[Coverage will be effective [on the date We receive the required premium payment]. It will end on the earliest of the following dates:

- 1) [The date We cancel coverage for all members of the Covered Person class.]
- 2) [The end of the period for which premiums are paid.]
- 3) [The date the Covered Person is age [60].]
- 4) [The end of the Maximum Benefit Period shown in the Schedule of Benefits.]

[Coverage for a Dependent will end on the earliest of the following dates.

- 1) [The date We cancel coverage for all Dependents of the Covered Person's class.]
- 2) [When the Covered Person's coverage ends.]
- 3) [The end of the Maximum Benefit Period shown on the Schedule of Benefits.]
- 4) [The date He or She no longer qualifies as a Dependent.]]]

PREMIUMS

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that premium will be due monthly unless otherwise stated in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date[, except as provided under the Grace Period section].

Changes in Premium Rate

The Company may change the premium rates from time to time with at least [31 days] advanced written or authorized electronic notice. [No change in rates will be made until [12 months] after the Policy Effective Date.] [An increase in rates will not be made more than once in a [12 month] period.] However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.
- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting this Policy and Our benefit obligation.
- 4) A change in the factors bearing on the risk assumed.
- 5) A misrepresentation in the information relied on in establishing the rate for this Policy.
- 6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

[The Grace Period provision will be included unless the plan selected by the Policyholder is for a single term.]

[Grace Period

After the payment of the first premium, this Policy will have a [31] day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the [31] day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.]

[New Subsidiary or affiliate company

The premium for this Policy applies only to the Policyholder's organization as composed on the Policy Effective Date as described in the Policy or as thereafter amended.

The eligible persons of any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date through merger, stock purchase, exchange of stock or otherwise may be covered under this Policy subject to the following conditions:

- 1) the Policyholder must report, in writing, the name of the newly acquired entity and all underwriting information necessary to determine any additional premium required; and
- 2) Underwriting and acceptance of the new entity by the Company; and
- 3) the Policyholder must agree to, and must pay, any required additional premium.]

[Reinstatement

The Policy may be reinstated within [31 days] of lapse if it is lapsed for nonpayment of premium, if the Policyholder submits written application to the Company, the Company accepts the application and the Policyholder makes payment of all overdue premiums.]

HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss or Injury as a
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result of a Covered Accident [during one of the Covered Activities listed in the Schedule of Benefits]. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

[Each Hazard listed below will be in-or-out depending on the coverage selected by the Policyholder.]

[Hazard #]

24 HOUR COVERAGE

[(Except Pilots and Crew Members)] [(Owned Aircraft Not Covered)]

Subject to the Policy provisions and Exclusions, We will pay the benefits described in the Policy for Accidents, which happen to a Covered Person while He is covered by the Policy.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[FELONIOUS ASSAULT [OCCUPATIONAL ONLY] [ON PREMISES OCCUPATIONAL ONLY]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- [on : or off of] [the Policyholder's premises : the premises of His Regular Employer] [in the course of His Job : on Duty, in the course of His Job]; or
- [making a line of duty response to an emergency while off Duty and] [which results from]:
- a Felonious Assault upon His person; or
- the commission or attempt to commit by a person other than the Covered Person, any of the listed acts against [the Policyholder's property : the property of the Covered Person : the property of the Covered Person's Regular Employer]:
- robbery;
- common law or statutory larceny;
- theft; or
- hijacking.

"Felonious Assault" means:

- an act of violence against the Covered Person; or
- an act which reasonably puts the Covered Person in fear of physical violence to His person.]

["Job" : or : "Duty"] means any [work : acts] done according to standards set by [the Policyholder : the Covered Person's Regular Employer] for which the Covered Person is paid.

["Regular Employer"] means the employer for whom the Covered Person is actively employed [30] hours or more per week.]

[Coverage under this Hazard will not apply if the Felonious Assault was committed by another member, employee or family member.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a [covered loss/injury], only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

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[SCHOOL COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs to a Covered Person:

- 1) While in or on School grounds or premises during a period of regular attendance during the days and months when School is in session;
- 2) While traveling directly and without delay to or from the Covered Person's Residence and School for regular classroom sessions, for such travel time as may be necessary, within one hour before School begins and one hour after dismissal from School, or longer if a school bus requires;
- 3) While participating in or attending School Sponsored Activities and directly and continuously supervised by a School official or employee, subject to the limitations of the Policy. This includes supervised travel by School furnished transportation, directly and uninterrupted to and from School Sponsored Activities; and
- 4) While attending religious classes, either on or away from the School premises, including travel directly to or from the Covered Person's Residence or School and the place where such classes are held.

"Residence" means the property on which the Covered Person dwells.

"School" means the Policyholder's school facility where the Covered Person attends classes.

"School Sponsored Activities" means functions solely organized scheduled and directly supervised by qualified School authorities while on or off the School premises.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SPECIFIED TRIP COVERAGE [(24 Hour Coverage)]]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- 1) traveling or making a short stay [outside of the United States : away from the Covered Person's Home Country]; and
- 2) on business for [the Policyholder]; and
- 3) in the course of [the Policyholder's] business; and
- 4) on the trip described in the Schedule of Benefits.

["Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one country, his or her Home Country will be the country that He or She has declared to Us in writing as his or her Home Country.]

[This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:

- 1) the date a Covered Person returns to his or her home;
- 2) the date a Covered Person returns to his or her place of work; or
- 3) the date a Covered Person makes a personal deviation.

["Personal Deviation" means:

- 1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
- 2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SUPERVISED AND SPONSORED ACTIVITIES]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- (1) attending or participating in a Supervised and Sponsored Activity; or
- (2) attending a Policyholder function, as described on the Schedule of Benefits.

The Covered Person must be:

- (1) on the premises of the Policyholder:
 - (a) during its normal hours;
 - (b) during scheduled functions; and
 - (c) during other periods if He is attending or participating in a Supervised and Sponsored Activity.
- (2) not on Policyholder premises and attending or participating in a Supervised and Sponsored Activity;
- (3) [Travel as part of group in transportation authorized or arranged by the policyholder]; or,]
- (4) [Traveling directly, without interruption:
 - (a) between his home and the premises of the policyholder or the site of the Supervised and Sponsored Activity. Such travel must be in a vehicle operated by a licensed driver. Such travel time can not exceed an hour each way]

“Supervised and Sponsored Activity” means a Policyholder authorized function:

- (1) in which the Covered Person participates;
- (2) which is organized by or under its auspices; and
- (3) which is within the scope of customary activities for such entity.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[CAMP / CONFERENCE COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is attending or participating in a Camp/Conference. The Covered Person must be:

- (1) on the location of the Camp/Conference:
 - (a) during its normal hours;
 - (b) during scheduled functions; and
 - (c) during other periods if he is attending or participating in a Supervised and Sponsored Activity of the Camp/Conference.
- (2) not on the location of the Camp/Conference and attending or participating in a Supervised and Sponsored Activity of the Camp/Conference;
- (3) traveling directly, without interruption:
 - (a) between his home and the location of the Camp/Conference or the location of a Supervised and Sponsored Activity of the Camp/Conference.
 - (b) between the site of the Supervised and Sponsored Activity of the Camp/Conference and his home or the location of the Camp/Conference, if the Supervised and Sponsored Activity is located within or outside the town where the Camp/Conference is located.
 - (c) in a vehicle which is:
 - (i) designated or furnished by the Policyholder;
 - (ii) operated by a properly licensed, adult driver; or
 - (iii) under the direct supervision of the Policyholder; or
 - (d) in a vehicle other than that described in (3)(c) when:
 - (i) operated by a properly licensed driver; and

- (ii) travel time does not exceed an hour each way.

Travel time includes the time:

- (1) to or from his home, the Camp/Conference location and/or the Supervised and Sponsored Activity of the Camp/Conference;
- (2) before the appointed time; and
- (3) after the Camp/Conference and/or Supervised and Sponsored Activity of the Camp/Conference is completed.

“Camp/Conference” means a scheduled educational, sports, social or professional program at a facility owned, leased, rented or otherwise contracted for by the Policyholder to conduct such program. A Camp/Conference must:

- (1) have a director or person who is in charge of the program on behalf of the Policyholder; and
- (2) have organized activities; and
- (3) have registered participants; [and
- (4) require at least one overnight stay by participants either at the program facility or at a hotel or other facility nearby.]

“Supervised and Sponsored Activity” means a Policyholder authorized function:

- (4) in which the Covered Person participates;
- (5) which is organized by or under its auspices; and
- (6) which is within the scope of customary activities for such entity.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SPORTS COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- (1) taking part in:
 - (a) a regularly scheduled athletic game or competition; or
 - (b) a practice session for an athletic team or club; or
- (2) traveling to or from such a game, competition or practice session provided he is:
 - (a) traveling with the athletic team or club; and
 - (b) under the direct and immediate supervision of:
 - (i) the athletic team or club; or
 - (ii) an adult authorized by the athletic team or club; or
- (3) traveling directly, without interruption:
 - (a) between his home and a scheduled game, competition or practice session;
 - (b) in a vehicle which is:
 - (i) operated by a properly licensed driver, and
 - (ii) travel time does not exceed an hour each way.

Travel time includes the time:

- (1) to or from home, a scheduled game, competition or practice session;
- (2) before required attendance time;
- (3) after the Covered Person is dismissed; and
- (4) after the Covered Person completes extra duties assigned by the Policyholder.

Conditions which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, etc.), and which are a normal, foreseeable result of the sport, are not covered. These items are considered a sickness and are not covered.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[VOLUNTEER ACTIVITIES COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

1. participating in activities sponsored and supervised by the Policyholder or
2. traveling with a group in connection with such activities.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[VOLUNTEER FIREFIGHTERS' COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs to a Covered Person while::

1. on duty or an emergency call, and either at a fire or emergency call, traveling to or returning from a fire or emergency call, at a fire drill, parade, test or trial of any firefighting or emergency apparatus; or
2. participating in or attending as a volunteer member of the Policyholder (but not as a paid driver or employee) any other regularly approved, supervised activity of the Policyholder; or
3. riding in or on a Policyholder's apparatus while traveling to or returning from a fire drill, a parade, a test or trial of any fire-fighting or emergency apparatus.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[[VOLUNTARY] 24 HOUR COVERAGE]

We will pay the benefits described in the Policy when a Covered Person suffers a Covered Accident any time while insured by the Policy.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[INDEPENDENT CONTRACTOR COVERAGE]

We will pay benefits described in the Policy for a Covered Accident which happens while the Covered Person is performing the regular duties as an Independent Contractor [Dispatched by the Policyholder]. Coverage begins at the time the specified contractual duties begin and continues until the specified contractual duties end.

"Independent Contractor" means a person performing contract obligations as a [truck driver : courier] who is under contract with the Policyholder and for whom a premium has been paid. Such contract obligations must

arise out of the Independent Contractor's contract for contract payment in the normal course of the Policyholder's trade or business.

["Dispatched by the Policyholder" means the Policyholder directing the Covered Person to transport an authorized load for the Policyholder.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than on Hazard.]]

[Hazard #]

[TRUCK PASSENGER COVERAGE]

We will pay the benefits described in the Policy for a Covered Accident to a Covered Person while riding as a passenger, getting in or out of a semi-truck. The Covered Person cannot be a member of the truck crew, or an employee of the trucking company nor one who receives remuneration for this activity.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[WAR RISK COVERAGE]

The Company hereby waives the exclusion in the section entitled 'Exclusions' with regard to declared or undeclared War provided a Covered Person suffers a loss covered under this Policy, due to or contributed by declared or undeclared War occurring worldwide except if:

- 1) the Covered Person is a resident of and traveling in his/her country of origin or citizenship; or
- 2) the Covered Person is traveling within the geographical limits, territorial waters or the airspace above the following designated Hazardous War Risk Countries:

[Insert listing of Hazardous War Risk Countries or states where coverage is not applicable.]

As a condition to cover travel as defined in this Hazard occurring in a designated Hazardous War Risk Country, the Policyholder must:

- 1) submit to the Company the following information on behalf of each Covered Person traveling to a Hazardous War Risk Country, prior to such travel:
 - a. The name of the Covered Person;
 - b. The specific itinerary and destination(s) within the Hazardous War Risk Country;
 - c. The beginning and end dates of the Covered Person's travel to the Hazardous War Risk Country(ies);
 - d. The Covered Person's Principal Sum; and
- 2) pay any additional required premium due for such travel.

The Company may, within 10 days written notice to the Policyholder, make additions and deletions to the list of countries designated as Hazardous War Risk Countries, that in the Company's opinion, are required to accurately reflect existing war risk conditions. The Company may also, at any Policy Anniversary and with at least [31] days written notice to the Policyholder, request information regarding any/all travel by a Covered Person to countries other than the Covered Person's country of origin or country of citizenship.

Coverage provided by this Hazard may be terminated by the Policyholder at any time upon written notice to the Company. Termination will occur on the date the written notice is received by the Company or on the date specified in the written notice, if later. The Company may, with at least [10] days prior written notice to the

Policyholder, terminate the coverage provided under this Hazard. Termination will occur on the date specified in the written notice.

“War” means armed conflict, hostilities or warlike operations (whether war be declared or not) by order of any government or public authority including but not limited to invasion, acts of any enemy foreign to the nationality of the Covered Person or the country in (or over) which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of (or amounting to) an uprising, military or usurped power, or explosion of war weapons.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

[Each benefit listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. [The Principal Sum is shown in the Schedule of Benefits.] [If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.]

Schedule of Covered Losses

<u>[Loss of:]</u>	<u>Benefit:</u>
	(Percentage of Principal Sum)
Life.....	100%
Brain Death	100%
Quadriplegia.....	100%
Two or More Members.....	100%
One Member	50%
Hemiplegia	50%
Paraplegia.....	50%
Uniplegia.....	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand.....	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body]

“Brain Death” means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body.

“Paraplegia” means total Paralysis of both lower limbs or both upper limbs.

“Quadriplegia” means total Paralysis of both upper and lower limbs.

“Uniplegia” means total Paralysis of one lower limb or one upper limb.]

[Age Reduction Schedule

The Principal Sum payable for a Covered Loss reduces at age [65] in accordance with the following schedule

<u>AGE ON DATE OF ACCIDENT</u>	<u>PERCENTAGE OF PRINCIPAL SUM/AMOUNT OF INSURANCE</u>
[Age 65-69	65%
Age 70-74	45%
Age 75-79	30%
Age 80-84	20%
Age 85 or older	15%]

[Premium for a Covered Person age [65,70,75] or older is based on the Principal Sum to which He or She would have been entitled prior to the attainment of age [65,70,75].]

[[“Age” as used above refers to the age of the Covered Person [or Dependent] on his or her most recent birthday.]]

[Aggregate Limit of Liability

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all Covered Losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person’s Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.]

[ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT

We will pay Accident Medical [and Dental] Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Coinsurance Factors, Co-payments, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges incurred after the Deductible has been met;
- 2) for those Medically Necessary Covered Expenses incurred by or on behalf of the Covered Person;
- 3) for Covered Expenses incurred within [30-365] days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

[Each Covered Medical Expense listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]

[Covered Medical Expenses, from a Covered Accident, include:

- 1) Hospital room and board expenses: the daily room rate when a Covered Person is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 2) Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
- 3) Daily Intensive Care Unit/Cardiac Care Unit Expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the Intensive Care Unit/Cardiac Care Unit and nursing services other than private duty nursing services.
- 4) Registered Nurse Services Expenses for private duty nursing while a Covered Person is Hospital Confined, when services are ordered by a Physician.
- 5) Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician's charges, x-rays, laboratory procedures, use of the emergency room and supplies.
- 6) Outpatient surgery expenses, including Ambulatory Surgical Center.
- 7) Outpatient surgical room and supply expenses for use of the surgical facility.
- 8) Outpatient diagnostic x-rays, laboratory procedures and test expenses.
- 9) Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.
- 10) Second surgical opinion expenses.
- 11) Physician surgical expenses. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
- 12) Assistant Surgeon expenses when Medically Necessary.
- 13) Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 14) Outpatient laboratory test expenses.
- 15) Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, chiropractic, adjustments, manipulation, massage or any form of physical therapy.
- 16) Post surgical physical medicine expenses and office visits connected with such treatment when prescribed by a Physician.
- 17) X-ray expenses (including reading charges) not including dental x-rays.
- 18) Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans.
- 19) Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.
- 20) Dental expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics and repair or replacement of caps and crowns that existed prior to the Covered Accident.
- 21) Outpatient registered nurse services if ordered by a Physician.
- 22) Ambulance expenses for transportation from the Accident site to the Hospital.
- 23) Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- 24) Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.
- 25) Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- 26) Medical services and supplies for blood and blood transfusions; oxygen and its administration.

- 27) Eyeglasses, contact lenses and hearing aids when damage occurs in a Covered Accident that requires medical treatment.
- 28) Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.
- 29) Temporomandibular joint /craniomandibular disorder expenses for surgical and nonsurgical services including diagnostic and therapeutic procedures by a Physician or dentist for treatment of a disorder caused by a Covered Accident. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.
- 30) Heart and circulatory conditions: expenses for treatment of heart exhaustion, heart attack, stroke, burst aneurysm if the condition occurs during a Covered Accident.
- 31) Mental or nervous disorders/psychotherapy expenses for treatment of a disorder that results directly or independently of all other causes from a Covered Accident, while Hospital confined or on an outpatient basis. Benefits are limited to one treatment per day. Mental and nervous disorders means neurosis, psychoneurosis, psychopathic, psychosis, or mental or emotional disease or disorder of any kind.
- 32) Rehabilitation care facility expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Physician. "Rehabilitation Facility" means a Hospital or special unit of a Hospital designated as a Rehabilitation Facility or a free standing facility which provides physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which treatment is received.
- 33) Extended Care Facility expenses for confinement if it begins within [5-10] straight days after a Covered Person is Hospital Confined as a result of a Covered Accident. We will pay for treatment if a Physician visits the Covered Person at least once every 30 days and certifies the confinement is Medically Necessary.
- 34) Expanded medical benefit for sports conditions for treatment of bursitis, sprains, hernia, strains, muscle tears, tendonitis and repetitive motion injuries if these conditions are aggravated by participation in a Covered Activity.
- 35) Extended treatment expenses for services that for medical reasons could not be performed during the Benefit Period including surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints or treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Physician within 31 days after the Benefit Period ends for expenses to be covered.
- 36) Expenses due to an aggravation or re-injury of a prior Injury resulting in from a Covered Accident.
- 37) Transportation expense for newborn Children for transporting the newborn to and from the nearest available facility appropriately staffed and equipped to treat Injuries resulting from a Covered Accident, when the transportation is certified by the attending Physician as Medically Necessary.]

Terms of Payment for Accident Medical [and Dental] Expense Benefit

[Each of the options below will be in-or-out depending on the plan selected by the Policyholder.]

[Primary:

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits. Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.]

[Primary Excess:

If a Covered Person incurs Covered Expenses, We will pay an Initial Amount, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits.

Additional Covered Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.

[Failure by a Covered Person to follow the terms and conditions of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by His primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

For the purposes of this provision, "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- (8) automobile no-fault coverage (unless prohibited by law).]

[Full Excess:

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits that are in excess of expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.

[Failure by a Covered Person to follow the terms and conditions of His primary coverage will result in a benefit reduction of Eligible Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by His primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

For the purposes of this provision, "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- (8) automobile no-fault coverage (unless prohibited by law).]]

[ADDITIONAL ACCIDENT BENEFITS]

[Accidental Burn & Disfigurement Benefit]

We will pay this benefit if the Covered Person suffers burns that leave him or her Disfigured as defined below. The burns must result directly and independently of all other causes from a Covered Accident. The Disfigurement must satisfy all of the conditions below:

- 1) Reconstructive or cosmetic surgery is required to restore the Covered Person's physical abilities or correct Disfigurement and must commence within [180 days – 2 years] of the Covered Accident; and
- 2) [If occupational coverage is provided to the Covered Person, the Covered Accident must occur while the Covered Person is on the Policyholder's premises and engaged in the course of his or her job; and]
- 3) A Physician must determine that the burn involves the minimum percentage required, be classified as defined herein and results in Disfigurement or loss of physical abilities.

"Disfigurement" or "Disfigured", as it pertains to this benefit, means spoiled or deformed appearance caused by burns that can be corrected by means of reconstructive or cosmetic surgery.]

[Adjustment Benefit]

We will pay the Adjustment Expenses incurred on behalf of a Covered Person who is Totally or Presumptively Disabled in a Covered Accident, subject to the Deductible and Maximum Benefit shown on the Schedule of Benefits

"Adjustment Expenses" are those incurred for:

- (1) Training of an Immediate Family member of the Covered Person to perform rehabilitative or custodial functions necessary to the care of the Covered Person. The first Covered Expense must be incurred within the Loss Period. Benefits will be paid for Covered Expenses that are incurred during the Benefit Period;
 - (2) Travel by the Covered Person's Immediate Family members between their home and the Covered Person's place of treatment. Family travel is limited to travel by not more than two members of the Covered Person's Immediate Family at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service.
 - (3) Lost earnings by the Covered Person's one parent or spouse, due to and in connection with the Covered Accident, will be reimbursed for up to [13-52] weeks, up to [\$100-\$500] per week or [50-75%] of the average weekly wage for the year preceding the Accident.]
-

[Ambulance Benefit]

We will pay this benefit if the Covered Person requires ambulance services due to an Injury resulting directly and independently of all other causes from a Covered Loss.

The ambulance services provided must be for transportation from the scene of the Covered Accident to the nearest Hospital that is able to provide appropriate care, or for transportation to a Hospital with [24-48] hours of the Covered Accident.]

[Bereavement & Trauma Counseling Benefit]

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person's Immediate Family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown in the Schedule of Benefits.

The counseling sessions must:

- 1) be required to assist the Covered Person and/or the Covered Person's Immediate Family members in coping with such loss;
- 2) be ordered and performed by a Physician; and
- 3) meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
- 3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

[Bonus Benefit

We will pay the benefit shown in the Schedule of Benefits, if the Covered Person suffers a Covered Loss that occurs during one of the Hazards listed on the Schedule of Benefits while traveling on official business for the Policyholder.]

[Association Member Benefit

We will pay the benefit shown in the Schedule of Benefits when the [Employee, Member] suffers a Covered Loss that occurs while attending or participating in [a specific event] sponsored by [XYZ Association or an XYZ Association affiliate] [excluding, including while traveling to or from such event].

[Brain Damage Benefit

We will pay the benefit shown in the Schedule of Benefits if a Covered Person is involved in a Covered Accident that results in Brain Damage. The benefit will be payable if all of the following conditions are met:

1. Brain Damage begins within [variable; e.g., any time frame from 60 to 120 days] from the date of the Covered Accident;
2. the Covered Person is hospitalized for treatment of Brain Damage at least [seven days] within the first [variable; e.g., any time frame from 60 to 120 days] following the Covered Accident;
3. Brain Damage continues for [12 consecutive months];
4. a Physician determines that as a result of Brain Damage, the Covered Person is Permanently Totally Disabled at the end of the [12 consecutive month] period.

The benefit will be paid in one lump sum at the beginning of the [13th month] following the date of the Covered Accident if Brain Damage continues longer than [12 consecutive months]. [variable; e.g., The amount payable will not exceed the Accidental Death and Dismemberment Principal Sum for [the Covered Person] whose Covered Accident is the basis of the claim.] [variable; e.g., The Brain Damage Benefit plus other benefits payable as the result of the same Covered Accident will not exceed the Accidental Death and

Dismemberment Principal Sum for which the Covered Person was insured on the date of the Covered Accident.]

For purposes of this benefit, **Brain Damage** means physical damage to the brain that results from a Covered Accident and causes {the Covered Person} to be Permanently Totally Disabled.

[Diagnostic X-Ray and Laboratory Benefit

We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires diagnostic x-ray and laboratory examinations due to a Covered Loss, up to the Maximum Benefit per Covered Accident indicated in the Schedule of Benefits.]

[Weekly Income Total Disability Benefit

We will pay the Weekly Benefit Amount shown in the Schedule of Benefits to the Covered Person who is Permanently Totally Disabled from, and within [31 days] of, a Covered Loss. Benefits will begin when the Totally Disabled [Employee, Member] satisfies the Benefit Waiting Period shown in the Schedule of Benefits and will end on the earliest of the date He or She:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that He or She remains Totally Disabled;
4. is eligible to receive [Accidental Death and Dismemberment Benefits] [{and, or}] [Permanent Total Disability benefits] for the same Covered Accident];
5. reaches the end of the Benefit Period shown in the Schedule of Benefits[;]
6. has received weekly benefit payments equal to the Principal Sum less the sum of all benefits paid under this Policy for the same Covered Accident.]]

[Coma Benefit

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma within [90] days of the Accident and if the Coma continues for at least 30 consecutive days, the Company will pay monthly benefits equal to [1]% of the Covered Person's Principal Sum, the sum of which shall not exceed 100% of the Covered Person's Principal Sum.

No benefit is provided for the first [30] days of Coma. The benefit is paid monthly, beginning on the [31st] day of the Coma and ends on the earliest of:

- 1) the date the Coma ends, whether by death, recovery, or any other change of condition; or
- 2) after [11] continuous months of benefit payments by the Company. the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person's Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy as a result of the same Accident which caused the Coma, or if He or She remains in a Coma at the end of [11] continuous months, an additional benefit will be paid equal to the Covered Person's Amount of Insurance less any Coma Benefits paid or other benefits payable under this Policy for any other losses incurred as a result of the same Accident.

- 3) Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses combined, including this Coma Benefit, which are incurred as the result of the same Accident.

The Covered Person's designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person

is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

“Coma” means being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident.]

[Crisis Benefit

We will pay this benefit if the Covered Person suffers a Covered Loss as a result of another person’s use of a gun or a knife to commit an act of violence if all of the following conditions are met.

- 1) The Covered Accident occurs while coverage under this Policy is in force; and
- 2) The Covered Loss occurs directly and from no other cause from the act of violence.

This benefit will not be paid if:

- 1) The act of violence is committed by a member of the Covered Person’s Immediate Family; or
 - 2) The Covered Person produces a gun or knife during the incident and is killed or dismembered even if He or She acts in self-defense.]
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[Disability Benefit

We will pay this benefit if the Covered Person is [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled] or [Partially Disabled] directly and independently of all other causes, from a Covered Accident.

Disability must occur within the period shown on the Schedule of Benefits.

Disability benefits will begin when:

- 1) the applicable benefit waiting period if any, shown in the Schedule of Benefits, for this Policy has been satisfied; and
- 2) the Covered Person provides satisfactory proof of the [Permanent Totally Disability], [Total Disability], [Presumptive Disability] or [Partial Disability] to Us.

Benefit payments will end on the first of the following dates:

- 1) the date the Covered Person is no longer [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled] or [Partially Disabled]; or
 - 2) the date the Covered Person dies; or
 - 3) the date the Maximum Benefit Period for this benefit ends; or
 - 4) the date the Covered Person fails to submit satisfactory proof of continuing [Permanent Totally Disability], [Total Disability], [Presumptive Disability] or [Partial Disability].
 - 5) [the date the total amount of all benefits payable under this policy including Disability Benefits paid for all Covered Losses and Injuries caused by the same Covered Accident equals 100% of the Principal Sum in the Schedule of Benefits.]]
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[Emergency Medical Evacuation Benefit]

We will pay eligible expenses, up to the Maximum Benefit shown in the Schedule of Benefits for emergency medical evacuation, if:

- 1) The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance.
- 2) The Covered Person's attending Physician certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility.

Eligible expenses include:

- 1) charges for ambulance services required while transporting the Covered Person to the appropriate treatment facility;
- 2) charges for medical services required to send the Covered Person to the appropriate treatment facility;
- 3) reimbursement of economy class transportation charges for return of the Covered Person from the treatment facility to his home, paid for by the Covered Person within one year from the date He or She was first scheduled to return from the trip. Any refunds paid or payable from the unused transportation tickets will reduce benefits;
- 4) charges for necessary travel expenses of an escort, that are limited to food, hotel room and economy class transportation charges.

Eligible expenses must be approved by Us prior to the occurrence. The Covered Person must, at his own expense, furnish travel invoices, medical reports or records, or other documents We require to determine if benefits are payable. Benefits will be paid to the party who actually paid for the expenses upon Our receipt of satisfactory proof that the expense was paid.

If the Covered Person pays eligible expenses for a Covered Loss for which We believe a third party is liable, We will pay the benefits for emergency medical evacuation. However, if the Covered Person recovers payment from the third party, He or She must refund to Us the lesser of:

- 1) the amount We paid for the eligible expenses; and
- 2) an amount equal to the sum received from the third party for such expenses.

Benefits will not be paid for any of the following:

- 1) expenses that exceed the Maximum Benefit;
- 2) services not pre-approved by Us, or for services performed by a vendor not authorized by Us; or
- 3) expenses paid or payable by any Workers' Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.]

[Emergency Room Benefit]

We will pay this benefit if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

Emergency Room means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

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[Heart or Circulatory Malfunction Benefit]

We will pay benefits for a Covered Person who suffers a sudden Heart or Circulatory Malfunction that results directly and independently of all other causes, from a Covered Accident and the first symptoms of the malfunction are medically diagnosed while the Covered Person is covered under this Policy and within 48 hours of a Covered Accident in the Line of Duty of the Covered Person.

Benefits will not be payable if in the past year, the Covered Person was medically diagnosed as having, or received treatment for:

- 1) a heart or circulatory malfunction; or
- 2) hypertension, angina or other heart or circulatory condition.

Symptoms, such as shortness of breath, heart pain or numbness of a limb are covered during the first 48 hours following Emergency Duty. These symptoms are not covered beyond the first 48 hours unless:

- 1) they first occurred within 48 hours of Emergency Duty; and
- 2) an actual malfunction of the heart or circulatory system is subsequently diagnosed.

Emergency Duty means responding in the Line of Duty to a fire or emergency call.

Line of Duty means performing the professional responsibilities of a qualified individual for the position the Covered Person holds.]

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Felonious Assault means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person's spouse, [Domestic Partner, son, Immediate Family member; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

- 1) be intended to cause bodily harm to the Covered Person;
- 2) result in Injury to the Covered Person;
- 3) be considered a felony or a misdemeanor in the jurisdiction in which it occurs; and
- 4) be reported by or on behalf of the Covered Person to the appropriate law enforcement authority within 48 hours of its occurrence.

Felonious Assault may include, but is not limited to, any of the following criminal acts: Robbery; Theft; Hijacking; Assault; Battery; Sniping; Murder; Manslaughter; Civil Disturbance; or Kidnapping.]

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[Home Alteration and Vehicle Modification Benefit

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met.

- 1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
 - 2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
 - 3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.]
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[Hospital Stay Benefit

We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

- 1) be at the direction and under the care of a Physician; and

- 2) begin within 48 hours of the Covered Accident; and
- 3) begin while the Covered Person is covered under this Policy.

The benefit will be paid for each day of continuous Hospital Stay that continues after the end of the Benefit Waiting Period if any is shown in the Schedule of Benefits. Benefits will be paid retroactively to the first day of the Hospital Stay.]

[In-Hospital Indemnity Benefit

If a Covered Person suffers a Covered Loss under this Policy, which results in such person being confined in a Hospital within 30 days of the date of the Covered Accident and if the Hospital confinement continues for at least 8 consecutive days, the Company will pay an additional benefit as shown in the Schedule of Benefits.

The benefit is paid monthly for a maximum of 6 months as long as the Covered Person remains confined in the Hospital. If the confinement does not last a full month, the Company will pay 1/30th of the monthly benefit payable for each day of confinement for which the Company is liable. Only one In-Hospital Indemnity Benefit is payable for any one day of confinement regardless of the number of Covered Losses incurred as the result of the same Covered Accident.]

[Loss of Use

Loss of Use loss is hereby added to the list of Covered Losses for which Accidental Death and Dismemberment Benefits are payable under this Policy. Benefits amounts are shown in the Schedule of Benefits.

[Loss of Use means loss of functional, normal, or characteristic use or paralysis of the entire arm and/or leg, hand and/or foot, which continues without interruption for a period of 12 consecutive months and at the end of such period is determined by a Physician to be continuous, permanent and irrecoverable.]

Arm means the entire arm from the shoulder joint including the attached hand. Leg means the entire leg from the hip joint including the attached foot.

Hand means the entire hand from the wrist joint.

Foot means the entire foot from the ankle joint.

The final determination as to whether a “Loss of Use” is permanent and irrecoverable will be made through use of the most current edition of the “Guides to the Evaluation of Permanent Impairment” published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.) The determination must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company’s choice.

The 12 consecutive month waiting period will be waived if the “Loss of Use” is due solely to complete and irreversible paralysis.

If a Covered Person sustains more than one such loss as the result of any one Covered Accident, the Company will pay only the largest amount to which the Covered Person is entitled. This amount will not exceed the Principal Sum.]

[Outpatient Surgery Benefit]

We will pay this benefit when the Covered Person requires Outpatient Surgery to treat a Covered Loss resulting directly and independently from all other causes from a Covered Accident.

Outpatient Surgery means the treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including the usual aftercare for such procedure, that is:

- 1) necessary for treatment of the Covered Person; and
 - 2) given in the outpatient department of a Hospital or an ambulatory surgical center.]
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[Permanent and Total Disability Benefit]

If a Covered Person suffers an Injury caused by an Accident which results in the Covered Person being Permanently and Totally Disabled within 90 days from the date of the Accident, the Company will pay a benefit at the end of 12 consecutive months of Permanent and Total Disability as shown in the Schedule of Benefits.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

[Physical Therapy Benefit]

We will pay this benefit if the Covered Person requires Physical Therapy to treat a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

Physical Therapy must:

- 1) be received on an outpatient basis; and
- 2) commence within 30 days of a Hospital stay that was for treatment of the same Injury and lasted at least five consecutive days; and
- 3) be given by a licensed physical therapist upon the recommendation of the attending Physician.

Physical Therapy means manipulation by physical and mechanical means including heat treatment or diathermy, ultrasonic, microtherm, manipulation, adjustment, massage therapy and acupuncture.]

[Repatriation Benefit]

We will pay Eligible Expenses incurred for the return of the Covered Person's remains to His or Her place of residence in His or Her home country and state if the Covered Person's death results directly and independently of all other causes from a Covered Accident outside of His/Her home state or more than [100] miles from the Covered Person's place of residence.

Eligible Expenses means costs, pre-approved by Us and incurred for embalming, cremation, coffin or urn, transportation of the body or remains, necessary travel expenses of an escort. Necessary travel expenses are limited to food, hotel room and economy class transportation charges.]

[Special Adaptation Expense Benefit]

We will pay this benefit for Adaptation Expenses incurred for a Covered Person who is Totally or Presumptively Disabled due to a Covered Accident, up to the Maximum Benefit stated on the Schedule of Benefits.

[Case management and concurrent review by Us is required for any Adaptation Expenses. Otherwise benefits will be reduced by [10% - 50%.].]

“Adaptation Expenses” means expenses incurred for items or modifications:

- 1) approved by a Physician; and
- 2) Medically Necessary to accommodate the physical disability of the Covered Person as a result of a Covered Accident.]

EXCLUSIONS

This Policy does not cover any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily Injury,] unless otherwise covered under this policy by Additional Benefits:

[Each Exclusion listed below will be in-or-out depending on the plan selected by the Policyholder.]

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared.]
3. [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.]
4. [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
5. [Disease or disorder of the body or mind.]
6. [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person’s job.]
7. [Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
8. [Intoxication or being under the influence of any drug or narcotic]
9. [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
10. [Conditions that are not caused by a Covered Accident.]
11. [Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.]
12. [Injuries paid under Workers’ Compensation, Employer’s liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
13. [Travel or activity outside the United States.]
14. [Participation in any motorized race or speed contest.]
15. [Aggravation or re-injury of a prior Injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person’s Physician.]
16. [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
17. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
18. [Injury caused by, contributed to or resulting from the Covered Person’s use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person’s Physician.]

19. [Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.]
20. [Treatment of a hernia whether or not caused by a Covered Accident.]
21. [Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.]
22. [Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.]
23. [Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.]
24. [Mental or nervous disorders, except as specifically provided in this policy.]
25. [Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.]
26. [Expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in this Policy.]
27. [Loss resulting from participation in any activity not specifically covered by this Policy.]
28. [Any treatment, service or supply not specifically covered by this Policy.]
29. [Eyeglasses, contact lenses, hearing aids.]
30. [Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy.]
31. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - i. [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
 - ii. [While being used for any test or experimental purpose; or]
 - iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
 - iv. [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.][Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice of death or Injury must be given to the Company within [20,30] days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at [Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department]. Notice should include the Covered Person's name and address as well as this Policy Number. If written notice is not received within [20,30] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [20,30] day period; and
- 2) it is further shown that notice was given as soon as possible.

CLAIM FORMS: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

PROOF OF LOSS: Written proof of loss must be given to the Company within [180] days after the date of loss. If the proof of loss is not submitted within [180] day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [180] day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10th day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'.

[EXPOSURE AND DISAPPEARANCE: A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

- 1) He disappears; and
- 2) His body is not found [within a year of the Accident]; and
- 3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.]

PHYSICAL EXAMINATIONS [AND AUTOPSY]: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination [or autopsy].

[RECOVERY OF OVERPAYMENT: If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.

- 1) A request for lump sum payment of the amount [overpaid or paid in error] or
- 2) Reduction of any proceeds payable under this Policy by the amount [overpaid or paid in error.]

[RIGHT OF RECOVERY: A Covered Person may incur charges due to an Injury for which benefits are paid by this Policy. The Injury may be caused by the act or omission of another person. If so, the Covered Person may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the Covered Person must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under this Policy.

The right of Refund also applies when the Covered Person recovers under an uninsured or underinsured motorist plan.

"Recovery" means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

"Net Recovery" means the Covered Person's Recovery less attorney's fees and court costs incurred in making the Recovery.

“Refund” means repayment to Us for benefits paid.]

[SUBROGATION: The Policyholder is required to investigate and prosecute all valid claims that it may have against third parties arising out of any claim for which benefits were paid by this Policy. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under this Policy, the Company will be subrogated to all of the Policyholder’s rights to make recoveries. However, the Company’s Subrogation right is secondary to the Policyholder’s right to be fully compensated for its damages. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder’s cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder’s attorneys’ fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this Policy pursuant to its Subrogation right.]

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT/CHANGES: This Policy and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

[ARBITRATION: All disputes between the Policyholder and the Company shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, except with regard to rules governing the selection of arbitrators. It is further stipulated that the arbitrator(s) shall, when adjudicating any dispute under this Policy, consider the terms and conditions of this Policy, applicable substantive law, and may, in the arbitrators’ discretion, consider applicable custom and practice in the Accident and Health industry [and the Employer Stop Loss sector.] All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the [Employer Stop Loss sector.] Each party shall select its own party arbitrator and the parties’ chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Policy. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any arbitration shall be confidential, and except as required by law, neither party may disclose the existence, content or results of any arbitration hereunder without

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the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of this Policy.]

[CERTIFICATES OF INSURANCE: The Company will issue to the Policyholder certificates of insurance for delivery to each Covered Person covered by this Policy, where required by law. Certificates will list the benefits, conditions and limits of this Policy and to whom benefits will be paid.]

CLERICAL ERROR: Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

DESIGNATION OR CHANGE OF BENEFICIARY: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Covered Person's lawful spouse, if not legally separated or divorced, [or Domestic Partner;
 - b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
 - c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
- 4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

ASSIGNMENT: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under this Policy.

LEGAL ACTION: All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has

been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

MISSTATED DATA: The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, Deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, Deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

WAIVER: Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

WORKERS' COMPENSATION: This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

Blanket Accident Certificate

Policyholder: [ABC Company]

Policy Number: [12345]

[Certificate Holder XYZ School]

Effective Date: [December 1, 2007]

State of Issue: [Washington]

The Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy and this Certificate.

The Policy and this Certificate and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy and this Certificate.

The Policy and this Certificate is governed by the laws of the state where it was delivered.

Signed for the Company, as of the Effective Date above:



President



Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE CERTIFICATE.
THIS CERTIFICATE DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.
THIS IS A LIMITED CERTIFICATE AND POLICY.
PLEASE READ THIS CERTIFICATE CAREFULLY.**

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SCHEDULE OF BENEFITS

[POLICYHOLDER: [ABC Company]

POLICY EFFECTIVE DATE: [12/01/07]

POLICY NUMBER: [xxxxxxx]

[CERTIFICATE HOLDER: XYZ School]

[PREMIUM DUE DATE: Monthly/Quarterly/Annual in advance on the [1st] of each month]

[POLICY PERIOD: [December 1, 2007 through November 31, 2008]]

[PREMIUMS

[Determined on the basis of the plan design selected by the Policyholder] [\$123/mo.]

[The Aggregate Limit is optional and applies on the case level]]

[AGGREGATE LIMIT OF LIABILITY:

Benefit Maximum	[Variable, e.g. any amount from \$25,000.00 to \$10,000,000.00]
Applies During	[Variable, e.g. Policy Year, Occurrence, # of years, per Covered Accident.]
Applies To	[Variable e.g. All benefits, Accidental Death & Dismemberment Benefits only, indemnity benefits only]]

[If there is more than one Class eligible under the Policy, a Schedule of Benefits may be presented for each Class if benefit applicability, amounts and duration differ by Class or it may be presented together as shown below.]

[ELIGIBILITY WAITING PERIOD: [None to 90 days]]

HAZARDS INSURED AGAINST:

<u>Class</u>	<u>Hazard #</u>	<u>Description of Hazard</u>
[Class 1 -	123	Supervised and Sponsored Activities]

[Covered Activity(ies): Covered Sports

[Class 1 – Basketball]]

[ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFITS

Class 1 Principal Sum: [Variable, e.g. any amount from \$10,000 to \$1,000,000.00]

Class 2 Principal Sum: [Variable, e.g. any amount from \$5,000 to \$500,000.00]

Class 3 Principal Sum: [Variable, e.g. any amount from \$2,500 to \$50,000.00]

Time Period for Loss: [Variable, e.g. any period from 90 to 365 days]

Age-based Reductions: [Variable, e.g. 50%-20% at age 50-80 and over]]

[ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT

Total Benefit Maximum for all Accident Medical [Variable, e.g. any amount from \$2,500.00 to \$1,000,000.00]

[Combined Maximum Limit [Variable e.g. \$25,000.00 to \$1,000,000.00]

[Loss Period (first Covered Expenses must be incurred within):
[Variable e.g. any time frame from 15 days to 90 days after the Covered Accident.]]

Benefit Period: [Variable e.g. any period from 6 months to 3 years from the date of the Covered Accident.]

Deductible: [Variable e.g. any amount from \$25.00 to \$100,000.00]

Deductible must be incurred within: [Variable e.g. any timeframe from 30 days to 3 years from the Covered Accident.]

Co-payment for all outpatient services: [Variable e.g. any amount from \$20.00 to \$100.00 per visit.]

[Coinsurance Factor for all Covered Expenses [Variable e.g. any percentage from 80% to 100%]]

Terms of Payment [Primary : Primary Excess over Initial Amount of [\$100] : Full Excess]

[Accident Medical Expense benefits may be available on an allocated or unallocated basis as shown, that is to say there may be specific limits or coinsurance rates on certain Covered Expenses (allocated) or all Covered Expenses may be subject to the same maximum limit and coinsurance factor (unallocated).]

[Any Deductibles, Coinsurance, Co-payments, Benefit Periods, and Benefit Maximums apply on a per Covered Person, per Covered Accident basis.]

[ADDITIONAL ACCIDENT BENEFITS *each benefit is optional and variable*]]

[Any benefits payable under {these Additional Accident Benefits} shown below {are paid in addition to} any {Accidental Death and Dismemberment} benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of the Policy and this Certificate.]

[The total of {all benefits payable under the Policy and this Certificate, including all Additional Benefits} paid for all Injuries caused by the same Covered Accident shall not exceed the Principal Sum indicated in the *Schedule of Benefits* unless otherwise excluded or indicated under the terms, conditions, and exclusions of the Policy and this Certificate.]

[Accidental Burn and Disfigurement Benefit]

75-100% Body Disfigurement
50-74% Body Disfigurement
25-49% Body Disfigurement
Burn Classification

[Variable e.g. 25% to 100% of the Principal Sum]
[Variable e.g. 25% to 100% of the Principal Sum]
[Variable e.g. 25% to 100% of the Principal Sum]
[Variable e.g. first, second, third] degree]]

[Adjustment Benefit]

Deductible
Loss Period

Benefit Period

Maximum Benefit

[Variable e.g., any amount from \$0 to \$500]
[Variable e.g., any number of days from 60 to 180]
[Variable e.g., any number of weeks from 26 to 52]
[Variable e.g. any amount from \$1,500 to \$25,000]]

[Ambulance Benefit]

[Variable e.g. any amount, \$100.00 to \$750.00 per calendar year.]]

[Bereavement and Trauma Counseling Benefit]

Benefit Amount

Maximum Number of Sessions

Maximum Benefit Per Covered Accident

[Variable e.g. any amount, \$25.00 to \$500.00 per session]
[Variable e.g. any number of sessions,: 2 to 25 sessions.

[Variable, e.g. any amount, \$50.00 to \$2,000.00]]

[Bonus Benefit]

[Association Member Benefit

[Brain Damage Benefit

[Diagnostic X-Ray and Laboratory Benefit

[Weekly Income Total Disability Benefit

[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Variable, e.g. any amount, \$500.00 to \$10,000.00.]
[Variable, e.g. any amount, \$500.00 to \$10,000.00.]

[Coma Benefit]

[Variable e.g. any amount, \$500.00 to \$2,000.00.]]

[Crisis Benefit]

[Variable e.g. any percentage, 2% to 20% multiplied by the portion of the Principal Sum applicable to the Covered Loss.]]

[Disability Benefit]

[Weekly/Monthly Benefit Amount

Benefit Waiting Period
Disability must occur

Maximum Benefit Period per

[Variable e.g. any amount, \$25.00 to \$1000.00 minus Other Income Benefits.]]
[Variable e.g. any period 1 day to 7 days.]
[Within 180 days from the date of a Covered Accident and continue for at least 180 consecutive days.]

Covered Accident	[Variable e.g. any period , 26 to 104 weeks.]]
[Permanent Total Disability Benefit	Benefit Waiting Period [Variable e.g. any period, 6 months to 12 months.]]
[Option 1 – single lump sum Lump Sum Benefit	[Variable e.g. any percentage, 25% to 100% of the Principal Sum.]]
[Option 2 – monthly benefits Total of Monthly Benefits	[Variable e.g. any percentage, 25% to 100% of the Principal Sum.]
Monthly Benefit Payment	[Variable e.g. any percentage, 1% to 10% of the Principal Sum.]]
[Option 3 – single lump sum and monthly benefits Initial Lump Sum Payment	[Variable e.g. any percentage, 20% to 50% of the Principal Sum.]
Additional Monthly Benefit Payment	[Variable e.g. any percentage, 1% to 10% of the Principal Sum.]]
[Option 4 – monthly benefits with limited Benefit period when disability begins after Age [62] Total of Monthly Benefits	[Variable e.g. any percentage, 10% to 50% of the Principal Sum.]
Monthly Benefit Payment	[Variable e.g. any percentage, 0.5% to 2.0% of the Principal Sum.]

Benefit Period

Age When Permanent Total Disability Begins		Benefit Period (Months)
Less than [62		Lifetime
62	42	
63	36	
64	30	
65	24	
66	21	
67	18	
68	15	
69 and older]		12]]

[Emergency Medical Evacuation Benefit

Maximum Benefit Per Covered Accident	[Variable, e.g. Any amount, \$1,000.00 to \$1,000,000.00.]]
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[Emergency Room Benefit

[Variable, e.g. any amount, \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[Felonious Assault and Violent Crime Benefit

Accidental Death and Dismemberment Benefit

[Variable, e.g. any percentage, 2% to 20% multiplied by the portion of the Principal Sum applicable to the [Covered Loss/Injury] .]

Hospital Stay Benefit

[Variable, e.g. any amount, \$75.00 to \$500.00 per day.]

Maximum Benefit Period

[Variable, e.g. any period, 15 days to 730 days per Hospital Stay per Covered Accident.]]

[Heart or Circulatory Malfunction Benefit

[Variable, e.g. any percentage, 5% to 100% of Principal Sum]]

[Home Alteration and Vehicle Modification Benefit

[Variable, e.g. any percentage, 10% to 50% of the Principal Sum subject to a maximum of [\$2,000.00 to \$25,000.00]]

[Hospital Stay Benefit

[Variable, e.g. any amount \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[In-Hospital Indemnity Benefit

[Variable, e.g. retroactive to the first day of confinement equal to the lesser of [\$1,000] or [1%] of the Principal Sum.]]

[Loss of Use Benefit]

<u>Loss of:</u>	<u>Benefits</u> <u>(Percentage of Principal Sum):</u>
Use of Both Arms and Both Legs	100%
Use of Both Arms or Both Legs	50%
Use of One Arm and One Leg	50%
Use of Both Hands or Both Feet	50%
Use of One Hand and One Foot	50%
Use of One Arm or One Leg	25%
Use of One Hand or One Foot	25%]]

[Outpatient Surgery Benefit

[Variable, e.g. any amount \$250.00 to \$50,000.00 or any percentage, 10% to 100% of the Principal Sum.]]

[Permanent and Total Disability Benefit

[Variable, e.g. any amount up to the Covered Person's Principal Sum less any Accidental Death and Dismemberment Benefits or other benefits payable under the Policy and this Certificate for any other losses incurred as a result of the same Accident.]]

Benefit payments will end on the first of the following dates:

- 1) the date the Covered Person is no longer [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled] or [Partially Disabled]; or
- 2) the date the Covered Person dies; or
- 3) the date the Maximum Benefit Period for this benefit ends; or

- 4) the date the Covered Person fails to submit satisfactory proof of continuing [Permanent Totally Disability], [Total Disability], [Presumptive Disability] or [Partial Disability].
- 5) [the date the total amount of {all benefits payable under the Policy and this Certificate, including Permanent and Total Disability Benefits} paid for all Injuries caused by the same Covered Accident equals 100% of the Principal Sum in the Schedule of Benefits.]]

[Physical Therapy Benefit]

Benefit Amount	[Variable, e.g., Any amount, \$25 to \$100 per visit]
Maximum Number of Visits per Covered Accident	[Variable' e.g., Any number of visits , 5 to 20]]

[Repatriation Benefit]

Maximum Benefit	[Variable, e.g., Any amount, \$2,500 to \$500,000]]
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[Special Adaptation Expense Benefit]

Maximum Benefit	[Variable e.g. any amount from \$5,000 to \$50,000]]
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DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of the Policy and this Certificate the capitalized terms used herein are defined as follows:

Each Definition listed below will be in-or-out depending on the plan selected by the Policyholder.

[**ACCIDENT** means a sudden, unexpected event that results in Injury to the Covered Person.]

[**ACTIVELY AT WORK** means the Covered Person is present at his/her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which He or She is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided He or She is not absent due to any type of leave and was Actively at Work on his/her last regularly scheduled work day. A Covered Person who usually performs the regular duties of his/her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

[**ANNUAL COMPENSATION** means the Covered Person's rate of pay as reported by the Policyholder for work performed for the Policyholder. It does not include commissions, overtime, bonus and additional compensation or pay for more than a Covered Person's regularly scheduled work week.]

[**ANNUAL OPEN ENROLLMENT PERIOD** means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this coverage.]

[**BENEFIT PERIOD** means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid[; or if earlier, at the end of any period of [12 months] during which less than [\$500] of Covered Expenses are incurred by the Covered Person]

[**CERTIFICATE HOLDER** means a person to whom an insurance certificate has been issued evidencing coverage under the Policy and this Certificate.]

[**CHILD** means the Covered Person's natural Child, adopted Child (or Child placed in the Covered Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Covered Person has legal guardianship (proof will be required). A Child must reside with the Covered Person in a parent-Child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the Child with another parent, the requirement that the Child reside with the Covered Person will be waived.]

[**COMBINED MAXIMUM LIMIT** means the maximum amount for which We are liable for a Covered Person due to any one Accident.]

[**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

[**COVERED EXPENSES** means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy and this Certificate. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.]

COVERED LOSS or COVERED LOSSES means an accidental death, dismemberment or other Injury covered under the Policy and this Certificate and indicated on the Schedule of Covered Losses.

COVERED PERSON means an eligible person who is within the covered class(es) listed in the Policy, [who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States], and for whom the required premium is paid when due.

[DEDUCTIBLE means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each [Injury] [Accident] [Policy Year], before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy and this Certificate. Only one Deductible will apply to the Covered Person and his or her Dependents if Injured in the same Covered Accident. [A Vanishing Deductible means that Medical Expenses payable under any other health care plan will be used to satisfy or reduce the Deductible shown on the Schedule of Benefits.]]

[DEPENDENT means a Covered Person's:

- 1) lawful spouse, if not legally separated or divorced, [or Domestic Partner].
- 2) unmarried Children under age 19.
- 3) unmarried Children at least 19 years of age but less than age 23 who are:
 - (a) not regularly employed on a full-time basis; and
 - (b) primarily Dependent upon the Covered Person for support and maintenance; and
 - (c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

The age limitations will not apply to a Covered Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.]

[DOMESTIC PARTNER means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

[EXTENDED CARE FACILITY means an institution operating pursuant to applicable laws, that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and registered nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.]

[HOME HEALTH CARE means nursing care, treatment and Daily Living Services provided in the Covered Person's home as part of an overall extended treatment plan. To qualify for Home Health Care Benefits:

- 1) the Home Health Care plan must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
- 2) nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency and nursing service; and
- 3) Daily Living Services must be provided by the attending Physician or by the provider of the nursing care service.

"Daily Living Services" are cooking, feeding, bathing, dressing and personal hygiene services that are necessary to a person's care and health.]

[HOSPITAL means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
 - a) on its premises; or
 - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.]

[HOSPITAL STAY means a confinement of [24] or more consecutive hours as a registered resident bed-patient in a Hospital.]

[IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, Child(ren) (includes legally adopted or step Child(ren), brother, sister, [step-Child(ren), grandchild(ren), or in-laws].)

INJURY means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

[MEDICAL EMERGENCY means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.]

[MEDICALLY NECESSARY means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Physician or furnished by a Hospital;
- 3) performed in the least costly setting required by the condition;
- 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

[OCCURENCE means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one occurrence without regard to the period of time or the area over which such losses occur.]

[OTHER INCOME BENEFITS means any amounts that the Covered Person [or Covered Dependents] receive (or are assumed to receive) under:

1. any amounts received or assumed to be received by [the Covered Person] under:
 - a) the Canada and Quebec Pension Plans;
 - b) the Railroad Retirement Act;
 - c) any local, state, provincial or federal government disability or retirement plan or law payable for Injury provided as a result of any employment the Covered Person may have;
 - d) any sick leave or salary continuation plan;
 - e) any work loss provision in mandatory No-Fault auto insurance;
 - f) any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security disability or retirement benefits the Covered Person or any third party receives or is assumed to receive on his/her behalf;
3. any Retirement Plan benefits funded by the Covered Person's employer. Retirement Plan means any defined benefit or defined contribution plan sponsored or funded by the Covered Person's employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock or stock bonus plan, individual retirement account or 401K plan;
4. any proceeds payable under any group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, We will pay for its pro rata share of the total payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.]

[PARTIAL DISABILITY or PARTIALLY DISABLED means the Covered Person is able to work after a period for which Total Disability benefits are payable under the Policy and this Certificate, but is not able to perform all the material duties of his or her occupation previous to the Covered Accident; and earn more than [\$500-\$1000] or more in gross earnings per month. Partial Disability must be the result of the same Covered Accident for which Total Disability benefits were paid.]

[PERMANENT AND TOTAL DISABILITY or PERMANENTLY AND TOTALLY DISABLED means the Covered Person is Totally Disabled and is expected to remain so disabled, as certified by a Physician, for the rest of his or her life. Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.]

[PHYSICIAN means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.]

[PRESUMPTIVE DISABILITY means that the Covered Person is considered Totally Disabled if He or She suffers the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within 180 days of the Covered Accident.]

[TOTAL DISABILITY or TOTALLY DISABLED] means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.] If not employed, it means the Covered Person is unable to perform the normal and customary activities of a healthy person of like age and sex due to a Covered Accident.]

[USUAL AND CUSTOMARY CHARGES] means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.]

WE, OUR, US means [Berkley Life and Health Insurance Company](#) underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

[ELIGIBILITY FOR INSURANCE]

If the Covered Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, He or She is eligible to be covered on the Policy Effective Date [or on the date He or She completes the Eligibility Waiting Period, if applicable and if later]. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

[A Covered Person's Dependent(s), as applicable, are eligible on the latest of the date:

- 1) the Covered Person is eligible, if the Covered Person has Dependents on that date; or
- 2) the date the person becomes a Dependent; or
- 3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent.

[If the Covered Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under the Policy and this Certificate. In no event will a Dependent be eligible if the Covered Person is not eligible.]

[EFFECTIVE DATE OF INSURANCE]

Policy Effective Date. The Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

Covered Person's Effective Date

Text for Non-Contributory Plan

[A Covered Person's coverage under the Policy and this Certificate begins on the later of:

- 1) the Policy Effective Date; or
- 2) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits.]

Text for Voluntary or Contributory Plan

If the Covered Person is required to contribute to the cost of this insurance, the insurance is effective on the latest of the following dates:

- 1) the Policy Effective Date;
- 2) the date the Covered Person is first eligible;
- 3) the date We receive the completed enrollment form;

- 4) the date the required premium is paid; or
- 5) the date payroll/account deduction is authorized for this insurance.]

Text will be included if coverage is voluntary, enrollment is limited to a fixed time period, and changes are allowed on the basis of a Life Status Change or during Annual Open Enrollment Periods.

[Insurance for the Covered Person [or Eligible Dependents who enroll during the Annual Open Enrollment Period/within 31 days after He or She becomes eligible/or within 31 days after a Life Status Change] becomes effective on the latest of the following dates:

- 1) the Policy Effective Date;
- 2) the date the Covered Person [or his/her Dependent) is first eligible;
- 3) the first date of the Plan Year;
- 4) the date We receive the completed enrollment form;
- 5) the date the required premium is paid; or
- 6) the date payroll/account deduction is authorized for this insurance.]

[Newborn Children Coverage: We will pay benefits for a newborn Child of a Covered Person from the moment of birth. The Covered Person must give Us notice within [31,60] days of the birth of the Child. If notice is not given within [31,60] days, coverage for the newborn Child will terminate

Newborn Adopted Children Coverage: In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by the Covered Person prior to the birth of the Child, whether or not such agreement is enforceable.

Adopted Children Coverage: Coverage for an adopted Child, other than a newborn, will begin from the date of placement in the Covered Person's home. A notice of placement for adoption must be submitted to Us. If notice is not given within [31,60] days, coverage for the adopted Child will terminate.

Court Ordered Custody: A Child placed in court-ordered custody, including a foster Child will be covered on the same basis as an adopted Child.]

[Deferred Effective Date

If the Covered Person [or Dependent if applicable], is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date He or She returns to an Actively at Work status. A Dependent's insurance will not be in effect prior to the date a Covered Person is insured.]

TERMINATION DATE OF INSURANCE

Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

The Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

The Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

Covered Person's Termination Date

A Covered Person's coverage under the Policy and this Certificate ends on the earliest of:

- 1) The date this Policy terminates;
- 2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
- 3) [The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;]
- 4) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 5) The last day of the period for which premiums have been paid; or
- 6) [The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below].

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[Dependent's Termination Date

A Dependent's coverage under the Policy ends on the earliest of:

- 1) The date the Policy terminates; or
- 2) The date the Covered Person's coverage ends; or
- 3) The date the Dependent is no longer a Dependent; or
- 4) The last day of the period for which premiums have been paid.]

[Continuation of Insurance

[Continuation of Insurance provisions are optional at the case or class level.]

[Insurance for a Dependent may be continued if insurance would otherwise end because of the death of a Covered Person. In this event, to continue insurance a Dependent must:

- 1) submit a written (or authorized electronic/telephonic) request for continued insurance within [31 days] of the Covered Person's death;
- 2) meet all other eligibility requirements; and]
- 3) [pay the required premium.]

This insurance will end on the first of the following dates to occur:

- 1) the Dependent is no longer eligible, except for the death of the Covered Person; or]
- 2) [the required premium is not paid]; or]
- 3) [the end of the Maximum Benefit Period shown in the Schedule of Benefits.]

[If the Covered Person's active service ends due to [a layoff, an Employer approved leave of absence or an Employer approved family medical leave] coverage for a Covered Person [and his or her covered Dependents] will continue, if the required premium is paid, until the earliest of the following dates:

- 1) the end of the Maximum Benefit Period shown in the Schedule of Benefits;
- 2) the date the Covered Person fails to return to work as required by his or her Employer; or
- 3) the date the Covered Person [and any Dependents] are no longer eligible.]

[If the Covered Person's active service ends because He or She is on active duty in the armed forces, insurance will continue for a Covered Person [and his or her Dependents], if the required premium is paid, until the earlier of the following dates:

- 1) the end of the Maximum Benefit Period shown in the Schedule of Benefits;
- 2) the date the Covered Person fails to return to work as set forth in the Uniform Services Employment and
- 3) Reemployment Rights Act of 1992, and as may be later amended.]

[Any change in benefits that occurs during a period of continuation will apply on the date the Covered Person returns to active service.]

[If the Covered Person's [employment : membership] with the Policyholder ends prior to age [60], He or She may continue insurance. To continue insurance, the Covered Person must [submit a request for insurance and] pay the required premium. If a Covered Person does not continue insurance within [31] days after [employment : membership ends], He or She may not elect to continue coverage at a later date.]

[If a Covered Person continues coverage, He or She may also continue coverage for a Dependent if they are covered under the Policy on the date coverage would otherwise end. If a Covered Person later acquires a Dependent, He or She may elect coverage for them by [submitting a request for insurance and] paying the required premium.]

[Coverage will be effective [on the date We receive the required premium payment]. It will end on the earliest of the following dates:

- 1) [The date We cancel coverage for all members of the Covered Person class.]
- 2) [The end of the period for which premiums are paid.]
- 3) [The date the Covered Person is age [60].]
- 4) [The end of the Maximum Benefit Period shown in the Schedule of Benefits.]

[Coverage for a Dependent will end on the earliest of the following dates.

- 1) [The date We cancel coverage for all Dependents of the Covered Person's class.]
- 2) [When the Covered Person's coverage ends.]
- 3) [The end of the Maximum Benefit Period shown on the Schedule of Benefits.]
- 4) [The date He or She no longer qualifies as a Dependent.]]]

[PREMIUMS

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that premium will be due monthly unless otherwise stated in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time,

it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date[, except as provided under the Grace Period section].

Changes in Premium Rate

The Company may change the premium rates from time to time with at least [31 days] advanced written or authorized electronic notice. [No change in rates will be made until [12 months] after the Policy Effective Date.] [An increase in rates will not be made more than once in a [12 month] period.] However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.
- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting the Policy and this Certificate and Our benefit obligation.
- 4) A change in the factors bearing on the risk assumed.
- 5) A misrepresentation in the information relied on in establishing the rate for the Policy and this Certificate.
- 6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

[The Grace Period provision will be included unless the plan selected by the Policyholder is for a single term.]

[Grace Period

After the payment of the first premium, the Policy and this Certificate will have a [31] day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the [31] day grace period. During this time, the Policy and this Certificate will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. The Policy and this Certificate will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.]]

[New Subsidiary or affiliate company

The premium for the Policy and this Certificate applies only to the Policyholder's organization as composed on the Policy Effective Date as described in the Policy or as thereafter amended.

The eligible persons of any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date through merger, stock purchase, exchange of stock or otherwise may be covered under the Policy and this Certificate subject to the following conditions:

- 1) the Policyholder must report, in writing, the name of the newly acquired entity and all underwriting information necessary to determine any additional premium required; and
- 2) Underwriting and acceptance of the new entity by the Company; and
- 3) the Policyholder must agree to, and must pay, any required additional premium.]

[Reinstatement

The Policy may be reinstated within [31 days] of lapse if it is lapsed for nonpayment of premium, if the Policyholder submits written application to the Company, the Company accepts the application and the Policyholder makes payment of all overdue premiums.]

HAZARDS INSURED AGAINST

We will pay benefits described in the Policy and this Certificate when a Covered Person suffers a Covered Loss or Injury as a result of a Covered Accident [during one of the Covered Activities listed in the Schedule AH51052

of Benefits]. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

[Each Hazard listed below will be in-or-out depending on the coverage selected by the Policyholder.]

[**Hazard #**]

24 HOUR COVERAGE

[(Except Pilots and Crew Members)] [(Owned Aircraft Not Covered)]

Subject to the Policy provisions and Exclusions, We will pay the benefits described in the Policy for Accidents, which happen to a Covered Person while He is covered by the Policy.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[**Hazard #**]

[FELONIOUS ASSAULT [OCCUPATIONAL ONLY] [ON PREMISES OCCUPATIONAL ONLY]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- [on : or off of] [the Policyholder's premises : the premises of His Regular Employer] [in the course of His Job : on Duty, in the course of His Job]; or
- [making a line of duty response to an emergency while off Duty and] [which results from]:
- a Felonious Assault upon His person; or
- the commission or attempt to commit by a person other than the Covered Person, any of the listed acts against [the Policyholder's property : the property of the Covered Person : the property of the Covered Person's Regular Employer]:
- robbery;
- common law or statutory larceny;
- theft; or
- hijacking.

"Felonious Assault" means:

- an act of violence against the Covered Person; or
- an act which reasonably puts the Covered Person in fear of physical violence to His person.]

["Job" : or : "Duty"] means any [work : acts] done according to standards set by [the Policyholder : the Covered Person's Regular Employer] for which the Covered Person is paid.

["Regular Employer"] means the employer for whom the Covered Person is actively employed [30] hours or more per week.]

[Coverage under this Hazard will not apply if the Felonious Assault was committed by another member, employee or family member.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a [covered loss/injury], only once, even if coverage was provided under more than one Hazard.]]

[**Hazard #**]

[SCHOOL COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs to a Covered Person:

- 1) While in or on School grounds or premises during a period of regular attendance during the days and months when School is in session;
- 2) While traveling directly and without delay to or from the Covered Person's Residence and School for regular classroom sessions, for such travel time as may be necessary, within one hour before School begins and one hour after dismissal from School, or longer if a school bus requires;
- 3) While participating in or attending School Sponsored Activities and directly and continuously supervised by a School official or employee, subject to the limitations of the Policy. This includes supervised travel by School furnished transportation, directly and uninterruptedly to and from School Sponsored Activities; and
- 4) While attending religious classes, either on or away from the School premises, including travel directly to or from the Covered Person's Residence or School and the place where such classes are held.

"Residence" means the property on which the Covered Person dwells.

"School" means the Policyholder's school facility where the Covered Person attends classes.

"School Sponsored Activities" means functions solely organized scheduled and directly supervised by qualified School authorities while on or off the School premises.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SPECIFIED TRIP COVERAGE [(24 Hour Coverage)]]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- 1) traveling or making a short stay [outside of the United States : away from the Covered Person's Home Country]; and
- 2) on business for [the Policyholder]; and
- 3) in the course of [the Policyholder's] business; and
- 4) on the trip described in the Schedule of Benefits.

["Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one country, his or her Home Country will be the country that He or She has declared to Us in writing as his or her Home Country.]

[This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:

- 1) the date a Covered Person returns to his or her home;
- 2) the date a Covered Person returns to his or her place of work; or
- 3) the date a Covered Person makes a personal deviation.

["Personal Deviation" means:

- 1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
- 2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SUPERVISED AND SPONSORED ACTIVITIES]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- (1) attending or participating in a Supervised and Sponsored Activity; or
- (2) attending a Policyholder function, as described on the Schedule of Benefits.

The Covered Person must be:

- (1) on the premises of the Policyholder:
 - (a) during its normal hours;
 - (b) during scheduled functions; and
 - (c) during other periods if He is attending or participating in a Supervised and Sponsored Activity.
- (2) not on Policyholder premises and attending or participating in a Supervised and Sponsored Activity;
- (3) [Travel as part of group in transportation authorized or arranged by the policyholder]; or,]
- (4) [Traveling directly, without interruption:
 - (a) between his home and the premises of the policyholder or the site of the Supervised and Sponsored Activity. Such travel must be in a vehicle operated by a licensed driver. Such travel time can not exceed an hour each way]

“Supervised and Sponsored Activity” means a Policyholder authorized function:

- (1) in which the Covered Person participates;
- (2) which is organized by or under its auspices; and
- (3) which is within the scope of customary activities for such entity.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[CAMP / CONFERENCE COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is attending or participating in a Camp/Conference. The Covered Person must be:

- (1) on the location of the Camp/Conference:
 - (a) during its normal hours;
 - (b) during scheduled functions; and
 - (c) during other periods if he is attending or participating in a Supervised and Sponsored Activity of the Camp/Conference.
- (2) not on the location of the Camp/Conference and attending or participating in a Supervised and Sponsored Activity of the Camp/Conference;
- (3) traveling directly, without interruption:
 - (a) between his home and the location of the Camp/Conference or the location of a Supervised and Sponsored Activity of the Camp/Conference.
 - (b) between the site of the Supervised and Sponsored Activity of the Camp/Conference and his home or the location of the Camp/Conference, if the Supervised and Sponsored Activity is located within or outside the town where the Camp/Conference is located.
 - (c) in a vehicle which is:
 - (i) designated or furnished by the Policyholder;
 - (ii) operated by a properly licensed, adult driver; or
 - (iii) under the direct supervision of the Policyholder; or
 - (d) in a vehicle other than that described in (3)(c) when:
 - (i) operated by a properly licensed driver; and
 - (ii) travel time does not exceed an hour each way.

Travel time includes the time:

- (1) to or from his home, the Camp/Conference location and/or the Supervised and Sponsored Activity of the Camp/Conference;
- (2) before the appointed time; and
- (3) after the Camp/Conference and/or Supervised and Sponsored Activity of the Camp/Conference is completed.

“Camp/Conference” means a scheduled educational, sports, social or professional program at a facility owned, leased, rented or otherwise contracted for by the Policyholder to conduct such program. A Camp/Conference must:

- (1) have a director or person who is in charge of the program on behalf of the Policyholder; and
- (2) have organized activities; and
- (3) have registered participants; [and
- (4) require at least one overnight stay by participants either at the program facility or at a hotel or other facility nearby.]

“Supervised and Sponsored Activity” means a Policyholder authorized function:

- (4) in which the Covered Person participates;
- (5) which is organized by or under its auspices; and
- (6) which is within the scope of customary activities for such entity.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[SPORTS COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- (1) taking part in:
 - (a) a regularly scheduled athletic game or competition; or
 - (b) a practice session for an athletic team or club; or
- (2) traveling to or from such a game, competition or practice session provided he is;
 - (a) traveling with the athletic team or club; and
 - (b) under the direct and immediate supervision of:
 - (i) the athletic team or club; or
 - (ii) an adult authorized by the athletic team or club; or
- (3) traveling directly, without interruption:
 - (a) between his home and a scheduled game, competition or practice session;
 - (b) in a vehicle which is:
 - (i) operated by a properly licensed driver, and
 - (ii) travel time does not exceed an hour each way.

Travel time includes the time:

- (1) to or from home, a scheduled game, competition or practice session;
- (2) before required attendance time;
- (3) after the Covered Person is dismissed; and
- (4) after the Covered Person completes extra duties assigned by the Policyholder.

Conditions which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, etc.), and which are a normal, foreseeable result of the sport, are not covered. These items are considered a sickness and are not covered.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[VOLUNTEER ACTIVITIES COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

1. participating in activities sponsored and supervised by the Policyholder or
2. traveling with a group in connection with such activities.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[VOLUNTEER FIREFIGHTERS' COVERAGE]

We will pay the benefits described in the Policy for an Accident which occurs to a Covered Person while::

1. on duty or an emergency call, and either at a fire or emergency call, traveling to or returning from a fire or emergency call, at a fire drill, parade, test or trial of any firefighting or emergency apparatus; or
2. participating in or attending as a volunteer member of the Policyholder (but not as a paid driver or employee) any other regularly approved, supervised activity of the Policyholder; or
3. riding in or on a Policyholder's apparatus while traveling to or returning from a fire drill, a parade, a test or trial of any fire-fighting or emergency apparatus.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[[VOLUNTARY] 24 HOUR COVERAGE]

We will pay the benefits described in the Policy when a Covered Person suffers a Covered Accident any time while insured by the Policy.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[INDEPENDENT CONTRACTOR COVERAGE]

We will pay benefits described in the Policy for a Covered Accident which happens while the Covered Person is performing the regular duties as an Independent Contractor [Dispatched by the Policyholder]. Coverage begins at the time the specified contractual duties begin and continues until the specified contractual duties end.

"Independent Contractor" means a person performing contract obligations as a [truck driver : courier] who is under contract with the Policyholder and for whom a premium has been paid. Such contract obligations must arise out of the Independent Contractor's contract for contract payment in the normal course of the Policyholder's trade or business.

["Dispatched by the Policyholder" means the Policyholder directing the Covered Person to transport an authorized load for the Policyholder.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than on Hazard.]]

[Hazard #]

[TRUCK PASSENGER COVERAGE]

We will pay the benefits described in the Policy for a Covered Accident to a Covered Person while riding as a passenger, getting in or out of a semi-truck. The Covered Person cannot be a member of the truck crew, or an employee of the trucking company nor one who receives remuneration for this activity.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[Hazard #]

[WAR RISK COVERAGE]

The Company hereby waives the exclusion in the section entitled 'Exclusions' with regard to declared or undeclared War provided a Covered Person suffers a loss covered under the Policy and this Certificate, due to or contributed by declared or undeclared War occurring worldwide except if:

- 1) the Covered Person is a resident of and traveling in his/her country of origin or citizenship; or
- 2) the Covered Person is traveling within the geographical limits, territorial waters or the airspace above the following designated Hazardous War Risk Countries:

[Insert listing of Hazardous War Risk Countries or states where coverage is not applicable.]

As a condition to cover travel as defined in this Hazard occurring in a designated Hazardous War Risk Country, the Policyholder must:

- 1) submit to the Company the following information on behalf of each Covered Person traveling to a Hazardous War Risk Country, prior to such travel:
 - a. The name of the Covered Person;
 - b. The specific itinerary and destination(s) within the Hazardous War Risk Country;
 - c. The beginning and end dates of the Covered Person's travel to the Hazardous War Risk Country(ies);
 - d. The Covered Person's Principal Sum; and
- 2) pay any additional required premium due for such travel.

The Company may, within 10 days written notice to the Policyholder, make additions and deletions to the list of countries designated as Hazardous War Risk Countries, that in the Company's opinion, are required to accurately reflect existing war risk conditions. The Company may also, at any Policy Anniversary and with at least [31] days written notice to the Policyholder, request information regarding any/all travel by a Covered Person to countries other than the Covered Person's country of origin or country of citizenship.

Coverage provided by this Hazard may be terminated by the Policyholder at any time upon written notice to the Company. Termination will occur on the date the written notice is received by the Company or on the date specified in the written notice, if later. The Company may, with at least [10] days prior written notice to the Policyholder, terminate the coverage provided under this Hazard. Termination will occur on the date specified in the written notice.

“War” means armed conflict, hostilities or warlike operations (whether war be declared or not) by order of any government or public authority including but not limited to invasion, acts of any enemy foreign to the nationality of the Covered Person or the country in (or over) which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of (or amounting to) an uprising, military or usurped power, or explosion of war weapons.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

[Each benefit listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. [The Principal Sum is shown in the Schedule of Benefits.] [If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.]

Schedule of Covered Losses

<u>[Loss of:]</u>	<u>Benefit:</u>
	(Percentage of Principal Sum)
Life.....	100%
Brain Death	100%
Quadriplegia.....	100%
Two or More Members.....	100%
One Member	50%
Hemiplegia	50%
Paraplegia.....	50%
Uniplegia	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand.....	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body]

“Brain Death” means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body.

“Paraplegia” means total Paralysis of both lower limbs or both upper limbs.

“Quadriplegia” means total Paralysis of both upper and lower limbs.

“Uniplegia” means total Paralysis of one lower limb or one upper limb.]

[Age Reduction Schedule

The Principal Sum payable for a Covered Loss reduces at age [65] in accordance with the following schedule

<u>AGE ON DATE OF ACCIDENT</u>	<u>PERCENTAGE OF PRINCIPAL SUM/AMOUNT OF INSURANCE</u>
[Age 65-69	65%
Age 70-74	45%
Age 75-79	30%
Age 80-84	20%
Age 85 or older	15%]

[Premium for a Covered Person age [65,70,75] or older is based on the Principal Sum to which He or She would have been entitled prior to the attainment of age [65,70,75].]

[“Age” as used above refers to the age of the Covered Person [or Dependent] on his or her most recent birthday.]]

[Aggregate Limit of Liability

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all Covered Losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person’s Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.]

[ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT

We will pay Accident Medical [and Dental] Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Coinsurance Factors, Co-payments, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges incurred after the Deductible has been met;
- 2) for those Medically Necessary Covered Expenses incurred by or on behalf of the Covered Person;
- 3) for Covered Expenses incurred within [30-365] days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

[Each Covered Medical Expense listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]

[Covered Medical Expenses, from a Covered Accident, include:

- 1) Hospital room and board expenses: the daily room rate when a Covered Person is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

- 2) Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
- 3) Daily Intensive Care Unit/Cardiac Care Unit Expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the Intensive Care Unit/Cardiac Care Unit and nursing services other than private duty nursing services.
- 4) Registered Nurse Services Expenses for private duty nursing while a Covered Person is Hospital Confined, when services are ordered by a Physician.
- 5) Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician's charges, x-rays, laboratory procedures, use of the emergency room and supplies.
- 6) Outpatient surgery expenses, including Ambulatory Surgical Center.
- 7) Outpatient surgical room and supply expenses for use of the surgical facility.
- 8) Outpatient diagnostic x-rays, laboratory procedures and test expenses.
- 9) Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.
- 10) Second surgical opinion expenses.
- 11) Physician surgical expenses. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
- 12) Assistant Surgeon expenses when Medically Necessary.
- 13) Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 14) Outpatient laboratory test expenses.
- 15) Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, chiropractic, adjustments, manipulation, massage or any form of physical therapy.
- 16) Post surgical physical medicine expenses and office visits connected with such treatment when prescribed by a Physician.
- 17) X-ray expenses (including reading charges) not including dental x-rays.
- 18) Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans.
- 19) Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.
- 20) Dental expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics and repair or replacement of caps and crowns that existed prior to the Covered Accident.
- 21) Outpatient registered nurse services if ordered by a Physician.
- 22) Ambulance expenses for transportation from the Accident site to the Hospital.
- 23) Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- 24) Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.
- 25) Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- 26) Medical services and supplies for blood and blood transfusions; oxygen and its administration.
- 27) Eyeglasses, contact lenses and hearing aids when damage occurs in a Covered Accident that requires medical treatment.
- 28) Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.

- 29) Temporomandibular joint /craniomandibular disorder expenses for surgical and nonsurgical services including diagnostic and therapeutic procedures by a Physician or dentist for treatment of a disorder caused by a Covered Accident. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.
- 30) Heart and circulatory conditions: expenses for treatment of heart exhaustion, heart attack, stroke, burst aneurysm if the condition occurs during a Covered Accident.
- 31) Mental or nervous disorders/psychotherapy expenses for treatment of a disorder that results directly or independently of all other causes from a Covered Accident, while Hospital confined or on an outpatient basis. Benefits are limited to one treatment per day. Mental and nervous disorders means neurosis, psychoneurosis, psychopathic, psychosis, or mental or emotional disease or disorder of any kind.
- 32) Rehabilitation care facility expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Physician. "Rehabilitation Facility" means a Hospital or special unit of a Hospital designated as a Rehabilitation Facility or a free standing facility which provides physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which treatment is received.
- 33) Extended Care Facility expenses for confinement if it begins within [5-10] straight days after a Covered Person is Hospital Confined as a result of a Covered Accident. We will pay for treatment if a Physician visits the Covered Person at least once every 30 days and certifies the confinement is Medically Necessary.
- 34) Expanded medical benefit for sports conditions for treatment of bursitis, sprains, hernia, strains, muscle tears, tendonitis and repetitive motion injuries if these conditions are aggravated by participation in a Covered Activity.
- 35) Extended treatment expenses for services that for medical reasons could not be performed during the Benefit Period including surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints or treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Physician within 31 days after the Benefit Period ends for expenses to be covered.
- 36) Expenses due to an aggravation or re-injury of a prior Injury resulting in from a Covered Accident.
- 37) Transportation expense for newborn Children for transporting the newborn to and from the nearest available facility appropriately staffed and equipped to treat Injuries resulting from a Covered Accident, when the transportation is certified by the attending Physician as Medically Necessary.]

Terms of Payment for Accident Medical [and Dental] Expense Benefit

[Each of the options below will be in-or-out depending on the plan selected by the Policyholder.]

[Primary:

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits. Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.]

[Primary Excess:

If a Covered Person incurs Covered Expenses, We will pay an Initial Amount, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits. Additional Covered Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.

[Failure by a Covered Person to follow the terms and conditions of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by His primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

For the purposes of this provision, "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- (8) automobile no-fault coverage (unless prohibited by law).]

[Full Excess:

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable [Deductible], [Coinsurance Factor], [Benefit Period], [and] [Co-payment] shown on the Schedule of Benefits that are in excess of expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable [and sub-limits] under the Policy are shown on the Schedule of Benefits.

[Failure by a Covered Person to follow the terms and conditions of His primary coverage will result in a benefit reduction of Eligible Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by His primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

For the purposes of this provision, "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- (8) automobile no-fault coverage (unless prohibited by law).]]

[ADDITIONAL ACCIDENT BENEFITS]

[Accidental Burn & Disfigurement Benefit]

We will pay this benefit if the Covered Person suffers burns that leave him or her Disfigured as defined below. The burns must result directly and independently of all other causes from a Covered Accident. The Disfigurement must satisfy all of the conditions below:

- 1) Reconstructive or cosmetic surgery is required to restore the Covered Person's physical abilities or correct Disfigurement and must commence within [180 days – 2 years] of the Covered Accident; and
- 2) [If occupational coverage is provided to the Covered Person, the Covered Accident must occur while the Covered Person is on the Policyholder's premises and engaged in the course of his or her job; and]
- 3) A Physician must determine that the burn involves the minimum percentage required, be classified as defined herein and results in Disfigurement or loss of physical abilities.

"Disfigurement" or "Disfigured", as it pertains to this benefit, means spoiled or deformed appearance caused by burns that can be corrected by means of reconstructive or cosmetic surgery.]

[Adjustment Benefit

We will pay the Adjustment Expenses incurred on behalf of a Covered Person who is Totally or Presumptively Disabled in a Covered Accident, subject to the Deductible and Maximum Benefit shown on the Schedule of Benefits

"Adjustment Expenses" are those incurred for:

- (1) Training of an Immediate Family member of the Covered Person to perform rehabilitative or custodial functions necessary to the care of the Covered Person. The first Covered Expense must be incurred within the Loss Period. Benefits will be paid for Covered Expenses that are incurred during the Benefit Period;
 - (2) Travel by the Covered Person's Immediate Family members between their home and the Covered Person's place of treatment. Family travel is limited to travel by not more than two members of the Covered Person's Immediate Family at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service.
 - (3) Lost earnings by the Covered Person's one parent or spouse, due to and in connection with the Covered Accident, will be reimbursed for up to [13-52] weeks, up to [\$100-\$500] per week or [50-75%] of the average weekly wage for the year proceeding the Accident.]
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[Ambulance Benefit

We will pay this benefit if the Covered Person requires ambulance services due to an Injury resulting directly and independently of all other causes from a Covered Loss.

The ambulance services provided must be for transportation from the scene of the Covered Accident to the nearest Hospital that is able to provide appropriate care, or for transportation to a Hospital with [24-48] hours of the Covered Accident.]

[Bereavement & Trauma Counseling Benefit

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person's Immediate Family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown in the Schedule of Benefits.

The counseling sessions must:

- 1) be required to assist the Covered Person and/or the Covered Person's Immediate Family members in coping with such loss;
- 2) be ordered and performed by a Physician; and
- 3) meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
- 3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

[Bonus Benefit]

We will pay the benefit shown in the Schedule of Benefits, if the Covered Person suffers a Covered Loss that occurs during one of the Hazards listed on the Schedule of Benefits while traveling on official business for the Policyholder.]

[Association Member Benefit]

We will pay the benefit shown in the Schedule of Benefits when the [Employee, Member] suffers a Covered Loss that occurs while attending or participating in [a specific event] sponsored by [XYZ Association or an XYZ Association affiliate] [excluding, including while traveling to or from such event].

[Brain Damage Benefit]

We will pay the benefit shown in the Schedule of Benefits if a Covered Person is involved in a Covered Accident that results in Brain Damage. The benefit will be payable if all of the following conditions are met:

1. Brain Damage begins within [variable; e.g., any time frame from 60 to 120 days] from the date of the Covered Accident;
2. the Covered Person is hospitalized for treatment of Brain Damage at least [seven days] within the first [variable; e.g., any time frame from 60 to 120 days] following the Covered Accident;
3. Brain Damage continues for [12 consecutive months];
4. a Physician determines that as a result of Brain Damage, the Covered Person is Permanently Totally Disabled at the end of the [12 consecutive month] period.

The benefit will be paid in one lump sum at the beginning of the [13th month] following the date of the Covered Accident if Brain Damage continues longer than [12 consecutive months]. [variable; e.g., The amount payable will not exceed the Accidental Death and Dismemberment Principal Sum for [the Covered Person] whose Covered Accident is the basis of the claim.] [variable; e.g., The Brain Damage Benefit plus other benefits payable as the result of the same Covered Accident will not exceed the Accidental Death and Dismemberment Principal Sum for which the Covered Person was insured on the date of the Covered Accident.]

For purposes of this benefit, **Brain Damage** means physical damage to the brain that results from a Covered Accident and causes {the Covered Person} to be Permanently Totally Disabled.

[Diagnostic X-Ray and Laboratory Benefit]

We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires diagnostic x-ray and laboratory examinations due to a Covered Loss, up to the Maximum Benefit per Covered Accident indicated in the Schedule of Benefits.]

[Weekly Income Total Disability Benefit]

We will pay the Weekly Benefit Amount shown in the Schedule of Benefits to the Covered Person who is Permanently Totally Disabled from, and within [31 days] of, a Covered Loss. Benefits will begin when the Totally Disabled [Employee, Member] satisfies the Benefit Waiting Period shown in the Schedule of Benefits and will end on the earliest of the date He or She:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that He or She remains Totally Disabled;
4. is eligible to receive [Accidental Death and Dismemberment Benefits] [{and, or}] [Permanent Total Disability benefits] for the same Covered Accident];
5. reaches the end of the Benefit Period shown in the Schedule of Benefits[;]
6. has received weekly benefit payments equal to the Principal Sum less the sum of all benefits paid under the Policy and this Certificate for the same Covered Accident.]]

[Coma Benefit]

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma within [90] days of the Accident and if the Coma continues for at least 30 consecutive days, the Company will pay monthly benefits equal to [1]% of the Covered Person's Principal Sum, the sum of which shall not exceed 100% of the Covered Person's Principal Sum.

No benefit is provided for the first [30] days of Coma. The benefit is paid monthly, beginning on the [31st] day of the Coma and ends on the earliest of:

- 1) the date the Coma ends, whether by death, recovery, or any other change of condition; or
- 2) after [11] continuous months of benefit payments by the Company. the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person's Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under the Policy and this Certificate as a result of the same Accident which caused the Coma, or if He or She remains in a Coma at the end of [11] continuous months, an additional benefit will be paid equal to the Covered Person's Amount of Insurance less any Coma Benefits paid or other benefits payable under the Policy and this Certificate for any other losses incurred as a result of the same Accident.

- 3) Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses combined, including this Coma Benefit, which are incurred as the result of the same Accident.

The Covered Person's designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

"Coma" means being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of

unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident.]

[Crisis Benefit]

We will pay this benefit if the Covered Person suffers a Covered Loss as a result of another person's use of a gun or a knife to commit an act of violence if all of the following conditions are met.

- 1) The Covered Accident occurs while coverage under the Policy and this Certificate is in force; and
- 2) The Covered Loss occurs directly and from no other cause from the act of violence.

This benefit will not be paid if:

- 1) The act of violence is committed by a member of the Covered Person's Immediate Family; or
 - 2) The Covered Person produces a gun or knife during the incident and is killed or dismembered even if He or She acts in self-defense.]
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[Disability Benefit]

We will pay this benefit if the Covered Person is [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled] or [Partially Disabled] directly and independently of all other causes, from a Covered Accident.

Disability must occur within the period shown on the Schedule of Benefits.

Disability benefits will begin when:

- 1) the applicable benefit waiting period if any, shown in the Schedule of Benefits, for the Policy and this Certificate has been satisfied; and
- 2) the Covered Person provides satisfactory proof of the [Permanent Totally Disability], [Total Disability], [Presumptive Disability] or [Partial Disability] to Us.

Benefit payments will end on the first of the following dates:

- 1) the date the Covered Person is no longer [Permanently Totally Disabled], [Totally Disabled], [Presumptively Disabled] or [Partially Disabled]; or
 - 2) the date the Covered Person dies; or
 - 3) the date the Maximum Benefit Period for this benefit ends; or
 - 4) the date the Covered Person fails to submit satisfactory proof of continuing [Permanent Totally Disability], [Total Disability], [Presumptive Disability] or [Partial Disability].
 - 5) [the date the total amount of all benefits payable under the Policy and this Certificate including Disability Benefits paid for all Covered Losses and Injuries caused by the same Covered Accident equals 100% of the Principal Sum in the Schedule of Benefits.]]
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[Emergency Medical Evacuation Benefit]

We will pay eligible expenses, up to the Maximum Benefit shown in the Schedule of Benefits for emergency medical evacuation, if:

- 1) The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance.

- 2) The Covered Person's attending Physician certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility.

Eligible expenses include:

- 1) charges for ambulance services required while transporting the Covered Person to the appropriate treatment facility;
- 2) charges for medical services required to send the Covered Person to the appropriate treatment facility;
- 3) reimbursement of economy class transportation charges for return of the Covered Person from the treatment facility to his home, paid for by the Covered Person within one year from the date He or She was first scheduled to return from the trip. Any refunds paid or payable from the unused transportation tickets will reduce benefits;
- 4) charges for necessary travel expenses of an escort, that are limited to food, hotel room and economy class transportation charges.

Eligible expenses must be approved by Us prior to the occurrence. The Covered Person must, at his own expense, furnish travel invoices, medical reports or records, or other documents We require to determine if benefits are payable. Benefits will be paid to the party who actually paid for the expenses upon Our receipt of satisfactory proof that the expense was paid.

If the Covered Person pays eligible expenses for a Covered Loss for which We believe a third party is liable, We will pay the benefits for emergency medical evacuation. However, if the Covered Person recovers payment from the third party, He or She must refund to Us the lesser of:

- 1) the amount We paid for the eligible expenses; and
- 2) an amount equal to the sum received from the third party for such expenses.

Benefits will not be paid for any of the following:

- 1) expenses that exceed the Maximum Benefit;
- 2) services not pre-approved by Us, or for services performed by a vendor not authorized by Us; or
- 3) expenses paid or payable by any Workers' Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.]

[Emergency Room Benefit

We will pay this benefit if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

Emergency Room means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

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[Heart or Circulatory Malfunction Benefit

We will pay benefits for a Covered Person who suffers a sudden Heart or Circulatory Malfunction that results directly and independently of all other causes, from a Covered Accident and the first symptoms of the malfunction are medically diagnosed while the Covered Person is covered under the Policy and this Certificate and within 48 hours of a Covered Accident in the Line of Duty of the Covered Person.

Benefits will not be payable if in the past year, the Covered Person was medically diagnosed as having, or received treatment for:

- 1) a heart or circulatory malfunction; or
- 2) hypertension, angina or other heart or circulatory condition.

Symptoms, such as shortness of breath, heart pain or numbness of a limb are covered during the first 48 hours following Emergency Duty. These symptoms are not covered beyond the first 48 hours unless:

- 1) they first occurred within 48 hours of Emergency Duty; and
- 2) an actual malfunction of the heart or circulatory system is subsequently diagnosed.

Emergency Duty means responding in the Line of Duty to a fire or emergency call.

Line of Duty means performing the professional responsibilities of a qualified individual for the position the Covered Person holds.]

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Felonious Assault means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person's spouse, [Domestic Partner, son, Immediate Family member; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

- 1) be intended to cause bodily harm to the Covered Person;
- 2) result in Injury to the Covered Person;
- 3) be considered a felony or a misdemeanor in the jurisdiction in which it occurs; and
- 4) be reported by or on behalf of the Covered Person to the appropriate law enforcement authority within 48 hours of its occurrence.

Felonious Assault may include, but is not limited to, any of the following criminal acts: Robbery; Theft; Hijacking; Assault; Battery; Sniping; Murder; Manslaughter; Civil Disturbance; or Kidnapping.]

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[Home Alteration and Vehicle Modification Benefit

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met.

- 1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
 - 2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
 - 3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.]
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[Hospital Stay Benefit

We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

- 1) be at the direction and under the care of a Physician; and
- 2) begin within 48 hours of the Covered Accident; and
- 3) begin while the Covered Person is covered under the Policy and this Certificate.

The benefit will be paid for each day of continuous Hospital Stay that continues after the end of the Benefit Waiting Period if any is shown in the Schedule of Benefits. Benefits will be paid retroactively to the first day of the Hospital Stay.]

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[In-Hospital Indemnity Benefit]

If a Covered Person suffers a Covered Loss under the Policy and this Certificate, which results in such person being confined in a Hospital within 30 days of the date of the Covered Accident and if the Hospital confinement continues for at least 8 consecutive days, the Company will pay an additional benefit as shown in the Schedule of Benefits.

The benefit is paid monthly for a maximum of 6 months as long as the Covered Person remains confined in the Hospital. If the confinement does not last a full month, the Company will pay 1/30th of the monthly benefit payable for each day of confinement for which the Company is liable. Only one In-Hospital Indemnity Benefit is payable for any one day of confinement regardless of the number of Covered Losses incurred as the result of the same Covered Accident.]

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[Loss of Use]

Loss of Use loss is hereby added to the list of Covered Losses for which Accidental Death and Dismemberment Benefits are payable under the Policy and this Certificate. Benefits amounts are shown in the Schedule of Benefits.

[Loss of Use] means loss of functional, normal, or characteristic use or paralysis of the entire arm and/or leg, hand and/or foot, which continues without interruption for a period of 12 consecutive months and at the end of such period is determined by a Physician to be continuous, permanent and irrecoverable.]

Arm means the entire arm from the shoulder joint including the attached hand. Leg means the entire leg from the hip joint including the attached foot.

Hand means the entire hand from the wrist joint.

Foot means the entire foot from the ankle joint.

The final determination as to whether a “Loss of Use” is permanent and irrecoverable will be made through use of the most current edition of the “Guides to the Evaluation of Permanent Impairment” published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.) The determination must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company’s choice.

The 12 consecutive month waiting period will be waived if the “Loss of Use” is due solely to complete and irreversible paralysis.

If a Covered Person sustains more than one such loss as the result of any one Covered Accident, the Company will pay only the largest amount to which the Covered Person is entitled. This amount will not exceed the Principal Sum.])

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[Outpatient Surgery Benefit]

We will pay this benefit when the Covered Person requires Outpatient Surgery to treat a Covered Loss resulting directly and independently from all other causes from a Covered Accident.

Outpatient Surgery means the treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including the usual aftercare for such procedure, that is:

- 1) necessary for treatment of the Covered Person; and
 - 2) given in the outpatient department of a Hospital or an ambulatory surgical center.]
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[Permanent and Total Disability Benefit]

If a Covered Person suffers an Injury caused by an Accident which results in the Covered Person being Permanently and Totally Disabled within 90 days from the date of the Accident, the Company will pay a benefit at the end of 12 consecutive months of Permanent and Total Disability as shown in the Schedule of Benefits.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

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[Physical Therapy Benefit]

We will pay this benefit if the Covered Person requires Physical Therapy to treat a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

Physical Therapy must:

- 1) be received on an outpatient basis; and
- 2) commence within 30 days of a Hospital stay that was for treatment of the same Injury and lasted at least five consecutive days; and
- 3) be given by a licensed physical therapist upon the recommendation of the attending Physician.

Physical Therapy means manipulation by physical and mechanical means including heat treatment or diathermy, ultrasonic, microtherm, manipulation, adjustment, massage therapy and acupuncture.]

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[Repatriation Benefit]

We will pay Eligible Expenses incurred for the return of the Covered Person's remains to His or Her place of residence in His or Her home country and state if the Covered Person's death results directly and independently of all other causes from a Covered Accident outside of His/Her home state or more than [100] miles from the Covered Person's place of residence.

Eligible Expenses means costs, pre-approved by Us and incurred for embalming, cremation, coffin or urn, transportation of the body or remains, necessary travel expenses of an escort. Necessary travel expenses are limited to food, hotel room and economy class transportation charges.]

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[Special Adaptation Expense Benefit]

We will pay this benefit for Adaptation Expenses incurred for a Covered Person who is Totally or Presumptively Disabled due to a Covered Accident, up to the Maximum Benefit stated on the Schedule of Benefits.

[Case management and concurrent review by Us is required for any Adaptation Expenses. Otherwise benefits will be reduced by [10% - 50%.]

“Adaptation Expenses” means expenses incurred for items or modifications:

- 1) approved by a Physician; and
- 2) Medically Necessary to accommodate the physical disability of the Covered Person as a result of a Covered Accident.]

EXCLUSIONS

The Policy and this Certificate does not cover any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily Injury,] unless otherwise covered under the Policy and this Certificate by Additional Benefits:

[Each Exclusion listed below will be in-or-out depending on the plan selected by the Policyholder.]

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared.]
3. [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.]
4. [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
5. [Disease or disorder of the body or mind.]
6. [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person’s job.]
7. [Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
8. [Intoxication or being under the influence of any drug or narcotic]
9. [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
10. [Conditions that are not caused by a Covered Accident.]
11. [Covered Expenses for which the Covered Person would not be responsible in the absence of the Policy and this Certificate.]
12. [Injuries paid under Workers’ Compensation, Employer’s liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
13. [Travel or activity outside the United States.]
14. [Participation in any motorized race or speed contest.]
15. [Aggravation or re-injury of a prior Injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person’s Physician.]
16. [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
17. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
18. [Injury caused by, contributed to or resulting from the Covered Person’s use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person’s Physician.]
19. [Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.]
20. [Treatment of a hernia whether or not caused by a Covered Accident.]

21. [Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.]
22. [Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.]
23. [Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.]
24. [Mental or nervous disorders, except as specifically provided in the Policy and this Certificate.]
25. [Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in the Policy and this Certificate.]
26. [Expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in the Policy and this Certificate.]
27. [Loss resulting from participation in any activity not specifically covered by the Policy and this Certificate.]
28. [Any treatment, service or supply not specifically covered by the Policy and this Certificate.]
29. [Eyeglasses, contact lenses, hearing aids.]
30. [Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy.]
31. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - i. [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
 - ii. [While being used for any test or experimental purpose; or]
 - iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
 - iv. [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.]

[Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]

[CLAIMS PROVISIONS]

NOTICE OF CLAIM: Written notice of death or Injury must be given to the Company within [20,30] days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at [Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department]. Notice should include the Covered Person's name and address as well as the Policy and this Certificate Number. If written notice is not received within [20,30] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [20,30] day period; and
- 2) it is further shown that notice was given as soon as possible.

CLAIM FORMS: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

PROOF OF LOSS: Written proof of loss must be given to the Company within [180] days after the date of loss. If the proof of loss is not submitted within [180] day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [180] day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by the Policy and this Certificate, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by the Policy and this Certificate that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of the Policy and this Certificate entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10th day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of the Policy and this Certificate entitled 'General Policy Provisions'.

[EXPOSURE AND DISAPPEARANCE: A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

- 1) He disappears; and
- 2) His body is not found [within a year of the Accident]; and
- 3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.]

PHYSICAL EXAMINATIONS [AND AUTOPSY]: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination [or autopsy].

[RECOVERY OF OVERPAYMENT: If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.

- 1) A request for lump sum payment of the amount [overpaid or paid in error] or
- 2) Reduction of any proceeds payable under the Policy and this Certificate by the amount [overpaid or paid in error.]]

[RIGHT OF RECOVERY: A Covered Person may incur charges due to an Injury for which benefits are paid by the Policy and this Certificate. The Injury may be caused by the act or omission of another person. If so, the Covered Person may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the Covered Person must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under the Policy and this Certificate.

The right of Refund also applies when the Covered Person recovers under an uninsured or underinsured motorist plan.

"Recovery" means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

“Net Recovery” means the Covered Person’s Recovery less attorney’s fees and court costs incurred in making the Recovery.

“Refund” means repayment to Us for benefits paid.]]

[SUBROGATION: The Policyholder is required to investigate and prosecute all valid claims that it may have against third parties arising out of any claim for which benefits were paid by the Policy and this Certificate. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under the Policy and this Certificate, the Company will be subrogated to all of the Policyholder’s rights to make recoveries. However, the Company’s Subrogation right is secondary to the Policyholder’s right to be fully compensated for its damages. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder’s cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder’s attorneys’ fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under the Policy and this Certificate pursuant to its Subrogation right.]]

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT/CHANGES: The Policy and this Certificate and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to the Policy and this Certificate may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of the Policy and this Certificate to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change the Policy and this Certificate or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest the Policy and this Certificate or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest the Policy and this Certificate after the Policy and this Certificate has been in force for two years.

[ARBITRATION: All disputes between the Policyholder and the Company shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, except with regard to rules governing the selection of arbitrators. It is further stipulated that the arbitrator(s) shall, when adjudicating any dispute under the Policy and this Certificate, consider the terms and conditions of the Policy and this Certificate, applicable substantive law, and may, in the arbitrators’ discretion, consider applicable custom and practice in the Accident and Health industry [and the Managed Care or Employer Stop Loss sectors.] All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the [Managed Care or Employer Stop Loss sectors.] Each party shall select its own party arbitrator and the parties’ chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of the Policy and this Certificate. The parties hereto may alter

any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of the Policy and this Certificate.]

[ARBITRATION: All disputes between the Policyholder and the Company shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, except with regard to rules governing the selection of arbitrators. It is further stipulated that the arbitrator(s) shall, when adjudicating any dispute under this Policy, consider the terms and conditions of this Policy, applicable substantive law, and may, in the arbitrators' discretion, consider applicable custom and practice in the Accident and Health industry [and the Employer Stop Loss sector.] All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the [Employer Stop Loss sector.] Each party shall select its own party arbitrator and the parties' chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Policy. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any arbitration shall be confidential, and except as required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of this Policy.]

CLERICAL ERROR: Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

CONFORMITY WITH STATE STATUTES: Any provision of the Policy and this Certificate in conflict on its effective date with the laws of the State of Issue indicated on the front page of the Policy and this Certificate is amended to conform to the minimum requirements of such laws.

DESIGNATION OR CHANGE OF BENEFICIARY: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the Covered Person for the Policy and this Certificate on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Covered Person's lawful spouse, if not legally separated or divorced, [or Domestic Partner;
 - b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
 - c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
- 4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

ASSIGNMENT: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy and this Certificate. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy and this Certificate.

LEGAL ACTION: All Policy terms will be interpreted under the laws of the state in which the Policy and this Certificate was issued. No legal action may be brought to recover on the Policy and this Certificate within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

MISSTATED DATA: The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of the Policy and this Certificate. Should subsequent information become known which, if known prior to issuance of the Policy and this Certificate, would have affected the rates, Deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, Deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

WAIVER: Failure of the Company to strictly enforce its rights under the Policy and this Certificate at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

WORKERS' COMPENSATION: The Policy and this Certificate is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office:2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

ARKANSAS RIDER

This Rider is attached to and made a part of Policy Number [12345] issued to [ABC Company] (the Policyholder). The Policy/Certificate are hereby amended for Arkansas as follows:

[DEFINITIONS]

The definition of DEPENDENT is amended as follows:

The 31 day requirement for due proof of a Child's incapacity is deleted. We will require notice of the Child's incapacity and dependency. In no event, however, will this requirement preclude eligible Dependents regardless of age. If dependency or incapacity is removed or terminated the Covered Person must notify Us.]

[EFFECTIVE DATE OF INSURANCE]

The paragraphs regarding Newborn and Adopted Children are replaced with the following:

A Child born to the Covered Person or the Covered Person's insured Dependent spouse is automatically insured as a Dependent. The effective date of insurance for the Child will be the moment of birth. Coverage will be to the same extent as is provided for other covered Dependent Children.

In the event additional premium is required for such Child then the insurance will terminate 90 days from the date of birth unless written request to continue insurance is made to Us and the premium is paid within 90 days from the date of birth or before the next premium due date, whichever is later.

In the case of minor children under the Covered Person's charge, care and control for whom the Covered Person has filed a petition to adopt, coverage will be effective:

1. From the date of birth if the petition for adoption is filed and a request for coverage is made within 60 days of the date of birth; or
2. On the date of the filing of the petition for adoption if a request for coverage is made within 60 days of the date of filing.

Coverage will be to the same extent as specified above. Any additional premium required for such Child must be paid at the time application is made.]

DESCRIPTION OF BENEFITS

The following notice is added to the beginning of the ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT:

BENEFIT PAYMENTS ARE PAYABLE AT THE APPLICABLE COINSURANCE FACTOR AND ARE SUBJECT TO THE [DEDUCTIBLE,] [MAXIMUM BENEFIT,] [COMBINED MAXIMUM LIMIT,] [AND] [CO-PAYMENT] STATED ON THE SCHEDULE OF BENEFITS.

The following benefit is added to the list of Covered Medical Expenses under the ACCIDENT MEDICAL [AND DENTAL] EXPENSE BENEFIT:

1. Charges for the following outpatient services provided they would be covered if performed on an inpatient basis: laboratory and pathological tests, including machine tests, ordered by the attending Physician when necessary to and rendered in conjunction with the medical or surgical diagnosis or treatment of an Injury.]

CLAIMS PROVISIONS

The TIME OF PAYMENT OF CLAIMS provision is replaced with the following:

1. We shall pay or deny a Clean Claim within 30 days after We receive it if the claim was submitted electronically, or within 45 days after receipt if the claim was submitted by other means.
2. We shall notify the claimant within 30 days after receipt of the claim if We determine that more information is needed to resolve one or more issues. Our notice shall give an explanation of the additional information that is required. We may suspend the claim until We receive the requested information. We shall reopen and pay or deny a previously suspended claim within 30 days after We receive all the information We requested.
3. If We fail to pay or deny a Clean Claim in accordance with item 1. above or give notice in accordance with item 2. above, We shall pay a penalty to the claimant for the period beginning on the sixty-first day after receipt of the Clean Claim and ending on the Clean Claim payment date (the delinquent payment period), calculated as follows: the amount of the Clean Claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.
4. If We fail to pay or deny a claim in accordance with item 2. above which is not already subject to the penalty for the claim imposed by item 3. above, We shall pay a penalty to the claimant for the period beginning on the forty-sixth day after the last item of information requested was received and ending on the claim payment date (the delinquent payment period), calculated as follows: the amount of the claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.

“Clean Claim” means a claim for payment of health care expenses that is submitted on a HCFA 1500, on a UB92, in a format required by HIPAA, or on Our standard claim form with all required fields completed in accordance with Our published claim filing requirements. A Clean Claim shall not include a claim: (1) for payment of expenses incurred during a period of time for which premiums are delinquent; or (2) for which We need additional information in order to resolve one or more issues.

The following Sections are added:

CONSUMER INFORMATION NOTICE

The Insurance Company may be contacted at its Administrative Office:

[StarNet Insurance Company](#)
[2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690
1-866-723-4452]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134]

GUARANTY ASSOCIATION NOTICE

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which benefits could be provided out of the assets of the impaired or insolvent insurer.

Signed for the Company:



President



Secretary

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

CAMP / CONFERENCE BENEFIT RIDER

This Rider is attached to and made a part of Policy Number [12345] issued to [ABC Company] (the Policyholder). The Policy/Certificate are hereby amended as follows:

DEFINITIONS

The definitions of “Benefit Period”, “Combined Maximum Limit”, “Covered Accident”, “Covered Expenses”, “Covered Loss”, “Deductible”, “Medical Emergency” and “Medically Necessary” are expanded to include Sickness in addition to Accident and Injury.

The following definition is added:

“**Sickness**” means illness or disease which begins and for which Covered Expense is incurred while coverage is in force under [Hazard #] Camp/Conference Coverage for the Covered Person. All related conditions and recurring symptoms of sickness will be considered one sickness.

DESCRIPTION OF BENEFITS

Covered Medical Expenses under the Accident Medical [and Dental] Expense Benefit is expanded to also apply to Sickness while a Covered Person is covered under [Hazard #] Camp/Conference Coverage.

EXCLUSIONS

The following Exclusions, if included in the Policy/Certificate, do not apply to the coverage provided by this Rider:

- Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
- Disease or disorder of the body or mind.
- Conditions that are not caused by a Covered Accident.
- Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.
- Treatment of a hernia, Osgood-Schlatter’s disease, osetochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.

Signed for the Company:



President



Secretary

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

ADMINISTRATIVE CHANGE RIDER

This Rider is attached to and made a part of Policy Number [12345] issued to [ABC Company] (the Policyholder).

Effective [December 1, 2007] the Policy is renewed and SCHEDULE OF BENEFITS in the Policy/Certificate is amended as follows:

The POLICY PERIOD is changed to [December 1, 2007 through November 31, 2008] [and the PREMIUM is changed to [\$124/mo.].]

This Rider does not change any other provisions of the Policy/Certificate.

Signed for the Company:



President



Secretary

SERFF Tracking Number: BLAH-125691369 State: Arkansas
Filing Company: Berkley Life and Health Insurance Company State Tracking Number: 39270
f.k.a. Investors Guaranty Life Insurance
Company
Company Tracking Number: AH51051
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Blanket Accident - Expense Incurred
Project Name/Number: Blanket Accident - Expense Incurred/AH51051

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 06/23/2008
Comments:
Attachment:
AH51051 GENERAL READ.pdf

Satisfied -Name: Application **Review Status:** Approved-Closed 06/23/2008
Comments:
Attachment:
AH51053-AR_Application.pdf

READABILITY CERTIFICATION

RE: Form(s):	AH51051	Blanket Accident Policy
	AH51052	Blanket Accident Certificate
	AH51053	Blanket Accident Application
	AH51054	Blanket Accident Special Activities Rider
	AH51055	Administrative Policy Change Rider
	AH51056	Policy Renewal Rider

We hereby certify that the form(s) listed above, to the best of our knowledge, meet the minimum reading ease score under the Flesch system.

Any rider or amendment which scores less than the minimum through the Flesch test will achieve, in combination with the policy to which it is attached, a score which meets at least the minimum.

Berkley Life and Health Insurance Company
Company Name

Susan Bradbury

Susan E. Bradbury
Director of Compliance

June 10, 2008

Date

General Readability

Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

A Berkley Company

Applicant/Policyholder (Full Legal Name) _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ FAX Number _____

REQUESTED INSURANCE	REQUESTED EFFECTIVE DATE
POLICY NUMBER: [TBD] COVERAGE: [Blanket Accident] UNDERWRITING COMPANY: Berkley Life and Health Insurance Company	[March 1, 2008]

The Applicant agrees to the following terms.

1. The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plans.
2. The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium after delivery of the policy acts as acceptance of the terms and conditions of the policy.

The Applicant represents that the information provided to the Underwriting Company to determine the terms of the insurance applied for is true and correct and forms the basis of the requested insurance.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ACCEPTANCE:

(Signature and Title of Applicant's Authorized Representative)

Date: _____

(City and State)

Accepted by: _____
(Signature and Title of Underwriting Company Representative)

Date: _____